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February 20, 1990 **16771**  
RECORDATION NO. \_\_\_\_\_ FILED 1423

FEB 20 1990 -2 35 PM

INTERSTATE COMMERCE COMMISSION

0-051A055

FEB 20 1990

HAND DELIVERED

Ms. Noretta R. McGee  
Secretary  
Interstate Commerce Commission  
12th & Constitution Avenue, N.W.  
Washington, D.C. 20423

Dear Ms. McGee:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. § 11303 and 49 C.F.R. § 1177 are the original and one certified true copy of a Lease entered into as of August 15, 1989 by and between ConAgra, Inc. a Delaware corporation, successor in interest to Peavey Company, and Soo Line Railroad Company, a Minnesota corporation.

The enclosed document is a lease dated as of August 15, 1989 and is a primary document within the meaning of 49 C.F.R. § 1177.1(a).

The names and addresses of the parties to this document are:

Lessor: ConAgra, Inc.  
(successor to Peavey Company)  
730 Second Avenue South  
Minneapolis, Minnesota 55402

Lessee: Soo Line Railroad Company  
Box 530  
Minneapolis, Minnesota 55440

A description of the equipment covered by the document is as follows:

100 covered hopper cars of 4750 cubic foot capacity individually identified by car number in Schedule 2 to the Lease.

*James G. Young, Jr.*  
*James G. Young, Jr.*  
*James G. Young, Jr.*

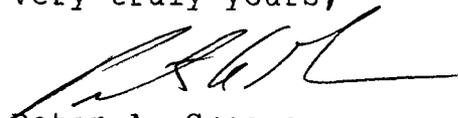
Ms. Noreta R. McGee  
February 19, 1990  
Page 2

A filing fee of \$15 is enclosed. Please return the original document to the bearer upon completion and recordation.

A short summary of the document to appear in the index is as follows:

Hopper car lease between ConAgra, Inc., a Delaware corporation, successor to Peavey Company, as Lessor, and Soo Line Railroad Company, a Minnesota corporation, as Lessee, dated as of August 15, 1989 and covering 100 covered hopper cars individually identified by car number in Schedule 2 to the Lease.

Very truly yours,



Peter A. Greene

PAG:dmr  
Enclosure  
[9374Q/SC:9372Q]

FEB 20 1990 - 2 35 PM

## INTERSTATE COMMERCE COMMISSION LEASE

THIS AGREEMENT, made as of this 15 day of August, 1989, between ConAgra, Inc., a Delaware corporation, successor to Peavey Company ("Lessor"), and the Soo Line Railroad Company, a Minnesota corporation, ("Lessee"); the parties wish to enter into this Agreement with respect to the lease of certain railroad equipment subject to the following terms and conditions:

NOW, THEREFORE, the parties mutually agree as follows:

1. Lease of Equipment

Lessor agrees to furnish and lease to Lessee and Lessee agrees to lease from Lessor upon the terms and conditions set forth herein a number of items of equipment of the type and description set forth in Schedule(s) hereto and by this reference made a part hereof. The scheduled items of equipment are hereinafter called collectively "Cars" and each individual item of equipment is hereinafter called a "Car".

The rights of the Lessee under this Lease are subordinate and junior to the rights and remedies of Chemical Bank (the "Master Lessor") under a Lease of Railroad Equipment (the "Master Lease") dated as of April 1, 1979, between Peavey Company and the Lessor and to the rights of La Salle National Bank under the Conditional Sale Agreements referred to in the Lease filed with the ICC and bearing recordation number 10559.

2. Term

The term of the Lease with respect to any Car shall be the term specified in the Schedule(s) to this Agreement, unless sooner terminated or extended in accordance with the provisions of this Agreement. This Agreement shall become effective as to the Car or Cars immediately upon Delivery and Acceptance in accordance with Section 3 hereof.

3. Delivery and Acceptance

Upon delivery of the Cars, Lessee will have the opportunity to inspect the Cars. If upon such inspection, Lessee rejects any Car as not being in good operating condition or as not being in compliance with all applicable requirements of the AAR or Federal Railway Administration ("FRA"), Lessee will provide Lessor with written notice of the deficiencies requiring correction with five (5) days of delivery.

Following receipt of notice from Lessee that any Car requires repair in order to place such Car in satisfactory operating condition or in compliance with all such applicable requirements of the AAR or FRA, Lessor shall have the right, but not the obligation, to take whatever steps it deems appropriate to correct the defects, or to designate a substitute Car or Cars. Such repaired or substituted

Car shall thereupon be inspected by Lessee and if such Car then meets such standards, it shall be deemed acceptable to Lessee.

If within five (5) days of delivery of any Car to Lessee pursuant to this section, Lessee shall not have rejected such Car, such Car shall become subject to all the terms and conditions of this Agreement. Any Car repaired or substituted following delivery to Lessee's railroad tracks shall become subject to all terms and conditions of the Agreement following satisfactory completion of the repairs or inspection and acceptance of the substituted Car.

#### 4. Railroad Markings and Record Keeping

Upon delivery and acceptance of any Car and prior to any loaded use of such Car by Lessee, Lessor shall cause such Car to be remarked at Lessor's expense with the railroad reporting marks of Lessee. Lessor and Lessee agree that any Car may also be marked with the name of the Lessor or any secured party under a financing agreement affecting such Car, and that such markings will be maintained by Lessee throughout the term of this Agreement. Lessee shall not otherwise apply markings to any Car without Lessor's prior consent. All such markings shall comply with applicable regulations.

At no cost to Lessor, Lessee shall cause to be prepared and filed all documents relating to the registration, maintenance and operation of the cars, including but not limited to:

- 4.1. AAR documents;
- 4.2. Registration in the UMLER and Official Railway Equipment Register;
- 4.3. Other such reports as may be required by the ICC and/or other regulatory agencies.

Lessee shall perform all record keeping functions relating to the use and operation of the Cars by Lessee and other railroads in accordance with the Interchange Rules and AAR railroad interchange agreements, such as car hire reconciliation. All record keeping performed by Lessee hereunder and a record of all payments, charges, maintenance and correspondence related to the Cars shall be maintained in a form suitable for inspection during reasonable business hours by Lessor at its own expense and risk from time to time. Lessee shall supply Lessor with monthly reports regarding the use of the Cars by Lessee and by other railroads as Lessor may reasonably request.

5. Rental

Rentals payable hereunder from Lessee to Lessor shall be calculated as provided in the appropriate Schedule(s) to this Agreement and, unless specified otherwise, shall be derived from and out of car hire and mileage payments. For the purpose of this Agreement, car hire and mileage payments shall consist of:

- 5.1. Time and mileage payments accruing at published rate while any Car is operating off the system lines of Lessee; and
- 5.2. Time and mileage payments accruing for loaded use of any Car on the system lines of Lessee ("On-Line Rates"). On-Line Rates shall be those specified in the Schedule(s) to this Agreement.

Lessee shall collect all time and mileage payments with respect to the use of the Cars by other railroads and shall pay to the Lessor rental due within one hundred (100) days of the end of the month during which such time and mileage payments are earned. Payments shall be mailed monthly, addressed to the Lessor at such address as Lessor may designate.

Lessee agrees that the time and mileage rates applicable to use of the Cars off the railroad tracks of Lessee shall be the maximum which may be charged under regulations published by the ICC, the AAR or the successor agencies (or, if such rates or regulations no longer exist, the rates in effect as of the date hereof) unless otherwise agreed in writing by Lessor. Lessee will not grant or allow any per diem reclaim with respect to any Car without Lessor's prior written consent, other than switching reclaims which may arise pursuant to Car Hire Rule 5 of AAR Circular No. OT-10, Code of Car Hire Rules and Interpretations-Freight.

If for any calendar quarter, the monthly time and mileage earnings with respect to the Cars average less than \$450.00 per Car, Lessor may, at its option, terminate this Agreement with respect to such Cars as Lessor may determine; provided, however, that Lessee shall have the right to retain the use of the Cars by paying an amount equal to the difference between \$450.00 and the average monthly time and mileage earnings for the subject calendar quarter. Notice of intent to exercise this provision must be made by Lessor within 60 days following any calendar quarter where the monthly time and mileage earnings with respect to the Cars average less than \$450.00 per Car.

6. Repair and Maintenance

Lessor, at its sole expense, shall make or cause to be made such inspections of, and perform such maintenance, repairs, alterations, modifications or replacement of parts as may be necessary to keep the Cars in good operating condition throughout the term of this Lease; provided, however, Lessee shall be responsible for and make or cause to be made all necessary repairs or replacement of removable parts on the Cars, including, without limitation, outlet gates and hatch covers. Upon request of Lessor, and at Lessor's sole expense, Lessee shall, if able, perform any necessary maintenance and repairs to Cars on Lessee's railroad tracks, in accordance with the Interchange Rules and at the lower of either of those rates published by the AAR for labor and materials, or the lowest rate charged by Lessee to any other party with which it is not affiliated. Lessee may make running repairs, in accordance with the Interchange Rules and standards, at Lessor's expense, to facilitate continued immediate use of a Car provided, however, that any major repairs shall not be performed without prior approval from Lessor. Lessee shall not otherwise make any repairs, alterations, improvements or additions to the Cars without Lessor's prior written consent.

, as they apply to  
the loading/unloading  
System  
500  
Con Agmt

7. Possession and Use

So long as Lessee shall not be in default under this Agreement, Lessee shall be entitled to the possession, use and quiet enjoyment of the Cars in accordance with the terms of this Agreement and in the manner and to the extent cars are customarily used in the railroad freight business.

Lessee agrees that to the extent it has physical possession and control of the Cars, the Cars will at all times be used and operated under and in compliance with the laws of the jurisdiction in which they may be located and in compliance with all lawful acts, regulations, rules and orders of any governmental bodies or officers having power to regulate or supervise the use of such property, except that either Lessor or Lessee may in good faith and by appropriate proceedings contest the applications of any such rules, regulations or orders in any reasonable manner at the expense of the contesting party.

Lessee will not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or other security interest or claim on or with respect to the Cars or any interest therein or in this Agreement or any schedule hereto, except liens for taxes either not yet delinquent or being contested by Lessee in good faith by appropriate legal proceedings, and materialmen's, mechanics, workmen's, repairmen's,

employees', storage or other like liens arising in the ordinary course of business, which are not delinquent or are being contested by Lessee in good faith by appropriate proceedings. Lessee will promptly, at its expense, take such action as may be necessary to duly discharge any such mortgage, pledge, lien, charge, encumbrance, security interest or claim if the same shall arise at any time during the term hereof.

8. Loss or Destruction of Cars

During the term of this Agreement, Lessee shall be responsible for the Cars while in Lessee's possession and control in the same manner that Lessee is responsible for foreign lines' railroad equipment under AAR Interchange Rules for similar equipment not owned or controlled by Lessee.

The time, methods and amounts of payments for and determinations that a Car is lost, destroyed or damaged beyond repair shall be handled in accordance with Rule 107 of the AAR Field Manual of the Interchange Rules and Rule 7 of the AAR Code of Car Hire Rules and Interpretations-Freight. A Car which is so determined to be lost, destroyed or damaged beyond repair shall be removed from the rental calculations of this Agreement on the date Lessee requests a depreciated value statement from Lessor; provided, however, Lessee may not dismantle any car before Lessor gives its written consent to such dismantling.

Lessee will act as Lessor's agent for the collection from third parties and remittance to Lessor of all amounts for which such third parties may be liable to Lessee, directly or indirectly, by reason of the loss, destruction or damage beyond repair of any Car which such Car is on the railroad tracks of the third party. Lessee shall forward to Lessor any such amounts received from third parties upon receipt.

9. Taxes

Lessee will be responsible for, and shall indemnify and hold harmless the Lessor from, any sales and/or use taxes or similar taxes, tariffs, duties, customs, switching, demurrage or other charges made or imposed by any governmental agency, railroad or other party in respect of any of the Cars during the term of this lease or any renewal or extension hereof, except as may otherwise be specifically provided for herein. Lessee is not responsible for any federal or state government income, franchise or gross receipts tax imposed on or measured by the net or gross income of the Lessor. Lessee will not pay Lessor for loss by disallowance, recapture or otherwise where such loss is

the result of Lessor's act or failure to take any action required to obtain or preserve the tax benefits claimed by Lessor with respect to the cars.

Lessee agrees to pay all property taxes levied upon the cars and to file all property tax reports and returns relating thereto and to comply with all state and local laws requiring the filing of ad valorem tax returns relating to the Cars.

Lessor agrees to reimburse Lessee as provided for below for all property taxes actually paid by Lessee relating to the Cars covered by this Lease, providing that Lessee shall first provide Lessor with copies of all notices of assessment and any tax returned or other related information which Lessor may reasonably request in order to enable Lessor to confirm that the amount of reimbursement sought by Lessee is a fair and equitable allocation of the total property taxes paid by Lessee for all railcars for which Lessee is obligated to pay such tax; Lessor to Lessee, the parties shall endeavor to resolve the same as promptly as possible through good faith negotiations. In addition, Lessee may in good faith and through appropriate administrative or legal proceedings, contest the amount or validity.

#### 10. Return of Cars

At the expiration of this Agreement as to the Car, Lessee will surrender possession of such Car to Lessor by delivering such Car to Lessor at an interchange point on Lessee's railroad tracks designated by Lessor. The Cars shall be returned free of refuse, clean, meeting all Federal safety rules and regulations, and meeting all requirements for interchange service for Cars of comparable age prescribed in the field manual of the AAR Interchange Rules, then current edition, or successor publication as they apply to the original owner thereof and except for repairs which are Lessor's responsibility hereunder.

Upon redelivery of the Cars by Lessee to Lessor, Lessor will have the opportunity to inspect the Cars. If upon such inspection, Lessor rejects any Car as not being clean and free of refuse and in good operating conditions or as not being in compliance with all applicable requirements of the AAR or Federal Railway Administration ("FRA"), Lessor will provide Lessee with written notice of the deficiencies requiring correction within five days of delivery.

Following receipt of notice from Lessor that any Car requires cleaning or repair in order to place such Car in satisfactory operating conditions or in compliance with all such applicable requirements of the AAR or FRA as they apply

to the original owner thereof and except for repairs which are Lessor's responsibility hereunder, Lessee shall take whatever steps needed to correct the defects. Such cleaned or repaired Car shall thereupon be inspected by Lessor and if such Car then meets such standards, it shall be deemed acceptable to Lessor.

If within five (5) days of redelivery of any Car to Lessor pursuant to this section, Lessor shall not have rejected such Car, such Car shall be deemed acceptable to Lessor.

A Car shall be no longer subject to this Agreement upon the removal of Lessee's railroad markings from such Car and the placing thereon at Lessee's expense of such markings as registered to Lessor.

## 11. Default

The occurrence of any of the following events shall be an Event of Default:

- 11.1. The nonpayment by Lessee of any sum required to be paid by Lessee within ten (10) days after such payment is due and unpaid;
- 11.2. The breach by Lessee of any other term, covenant or condition of this Agreement, which is not cured within thirty (30) days after receipt of written notice from Lessor of such breach;
- 11.3. The filing by Lessee of any petition or action under any bankruptcy, reorganization, insolvency or moratorium law, or any other law or laws for the relief of, or relating to, debtors;
- 11.4. The filing of any involuntary petition under any bankruptcy, reorganization, insolvency or moratorium law against Lessee that is not dismissed within sixty (60) days thereafter, or the appointment of any receiver or trustee to take possession of the properties of Lessee, unless such petition or appointment is set aside or withdrawn or ceases to be in effect within sixty (60) days from the date of filing or appointment;

Upon the occurrence of any such Event of Default, Lessor may, at its option and to the extent permitted by law (including applicable sections of the Federal Bankruptcy Code):

- 11.5. Terminate this Agreement, proceed by any lawful means to recover damages for a breach hereof, and terminate Lessee's right of possession and use of

the Cars, whereupon all right and interest of Lessee in the Cars shall terminate and thereupon Lessor may lawfully enter upon any premises where the Cars are located and take possession of them and henceforth hold, possess, and enjoy the same free from any right of the Lessee, provided that Lessor shall nevertheless have the right to recover from Lessee any and all rental amounts which under the terms of this Agreement may then be due or which may have accrued to the date on which Lessor took such possession.

## 12. Miscellaneous

- 12.1. This Agreement and the Schedule(s) contemplated hereby shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors.
- 12.2. It is expressly understood and agreed by the parties hereto that this Agreement constitutes a lease of the Cars only and no joint venture or partnership is hereby created. Notwithstanding the calculation of rental payments, nothing herein shall be construed as conveying to Lessee any right, title or interest in the Cars except as Lessee.
- 12.3. No failure or delay by Lessor shall constitute a waiver or otherwise affect or impair any right, power or remedy available to Lessor nor shall any waiver or indulgence by Lessor or any partial or single exercise of any right, power or remedy preclude any further exercise thereof or the exercise of any other right, power or remedy.
- 12.4. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.
- 12.5. All notices hereunder shall be in writing and shall be deemed given when delivered personally or five (5) days after deposit in the United States mail, postage prepaid, certified or registered, addressed to the other party as set forth below.
- 12.6. This Agreement represents the entire agreement and shall not be modified, altered or amended, except by an agreement in writing signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates shown below to be effective as of the date first above written.

CONAGRA, INC., as Successor  
to Peavey Company

By: [Signature]  
Its: VICE PRESIDENT CONTROLLER

Date: February 12, 1990

Attest:

By: [Signature]

SOO LINE RAILROAD COMPANY

BY: [Signature]  
Its:

Vice President - Equip. Mgmt.

Date: JANUARY 24, 1990

Attest:

BY: [Signature]  
ASSISTANT SECRETARY

APPROVED AS TO FORM

[Signature]  
LAW DEPARTMENT  
JEAN L FINDORFF

SCHEDULE NO. 1

To Lease of Railroad Equipment dated as of this \_\_\_ day of \_\_\_\_\_, 1989, between ConAgra, Inc., successor to Peavey Company ("Lessor") and Soo Line Railroad Company ("Lessee").

1. Equipment

100-4,750 cubic foot, 100-ton covered hoppers, identified on Schedule No. 2 attached hereto.

2. Initial Lease Term

From the Delivery and Acceptance of the Cars as set forth in the Lease through October 31, 1990; provided, however, that Lessor shall have the right to cancel this Lease at anytime on 30 days notice provided to Lessee.

3. Lease Rental

For purposes of this Schedule No. 1, "Payments" due from Lessee to Lessor shall consist of:

- 3.3. All per diem and mileage compensation received from other railroads for the off-line use of the Cars, and
- 3.2. Time and mileage compensation at rates stated in UMLER for loaded, on-line use, and
- 3.3 Time and mileage computed at rates stated in UMLER for empty, on-line use, commencing with the 169th hour after car is received empty in interchange or released empty from a Soo-served industry.

No rental will be paid by Lessee for cars in a stored status, commencing with the first 12:01 A.M. after notification to Lessor.

4. Rental Start Date

For purposes of the Agreement, Lease Rental shall commence to accrue seven (7) days after a car has been restenciled from Lessor's mark to Lessee's mark.

CONAGRA, INC., Successor to Peavey Company

SOO LINE RAILROAD COMPANY

By: [Signature]  
Its: VICE PRESIDENT CONTROLLER

By: [Signature]  
Its: Vice President - Equip. Mgmt.

Date: \_\_\_\_\_

Date: JANUARY 24, 1990

APPROVED AS TO FORM

[Signature]  
LAW DEPARTMENT  
JEAN L FINDORFF

SCHEDULE NO. 2

	<u>Original Car</u>	<u>Number</u>	<u>Trust Number</u>	<u>Dated As Of</u>
2ND AGREEMENT	PVGX	1175	61-5520-90-5	01-Apr-79
2ND AGREEMENT	PVGX	1177	61-5520-90-5	01-Apr-79
2ND AGREEMENT	PVGX	1178	61-5520-90-5	01-Apr-79
2ND AGREEMENT	PVGX	1179	61-5520-90-5	01-Apr-79
2ND AGREEMENT	PVGX	1180	61-5520-90-5	01-Apr-79
2ND AGREEMENT	PVGX	1181	61-5520-90-5	01-Apr-79
2ND AGREEMENT	PVGX	1182	61-5520-90-5	01-Apr-79
2ND AGREEMENT	PVGX	1183	61-5520-90-5	01-Apr-79
2ND AGREEMENT	PVGX	1184	61-5520-90-5	01-Apr-79
2ND AGREEMENT	PVGX	1185	61-5520-90-5	01-Apr-79
2ND AGREEMENT	PVGX	1186	61-5520-90-5	01-Apr-79
2ND AGREEMENT	PVGX	1187	61-5520-90-5	01-Apr-79
2ND AGREEMENT	PVGX	1188	61-5520-90-5	01-Apr-79
2ND AGREEMENT	PVGX	1189	61-5520-90-5	01-Apr-79
2ND AGREEMENT	PVGX	1190	61-5520-90-5	01-Apr-79
2ND AGREEMENT	PVGX	1191	61-5520-90-5	01-Apr-79
2ND AGREEMENT	PVGX	1192	61-5520-90-5	01-Apr-79
2ND AGREEMENT	PVGX	1193	61-5520-90-5	01-Apr-79
2ND AGREEMENT	PVGX	1194	61-5520-90-5	01-Apr-79
2ND AGREEMENT	PVGX	1195	61-5520-90-5	01-Apr-79
2ND AGREEMENT	PVGX	1196	61-5520-90-5	01-Apr-79
2ND AGREEMENT	PVGX	1197	61-5520-90-5	01-Apr-79
2ND AGREEMENT	PVGX	1198	61-5520-90-5	01-Apr-79
2ND AGREEMENT	PVGX	1199	61-5520-90-5	01-Apr-79
2ND AGREEMENT	PVGX	1200	61-5547-00-7	01-Apr-80
2ND AGREEMENT	PVGX	1201	61-5547-00-7	01-Apr-80
2ND AGREEMENT	PVGX	1202	61-5547-00-7	01-Apr-80
2ND AGREEMENT	PVGX	1203	61-5547-00-7	01-Apr-80
2ND AGREEMENT	PVGX	1204	61-5547-00-7	01-Apr-80
2ND AGREEMENT	PVGX	1205	61-5547-00-7	01-Apr-80
2ND AGREEMENT	PVGX	1206	61-5547-00-7	01-Apr-80
2ND AGREEMENT	PVGX	1207	61-5547-00-7	01-Apr-80
2ND AGREEMENT	PVGX	1208	61-5547-00-7	01-Apr-80
2ND AGREEMENT	PVGX	1209	61-5547-00-7	01-Apr-80
2ND AGREEMENT	PVGX	1210	61-5547-00-7	01-Apr-80
2ND AGREEMENT	PVGX	1211	61-5547-00-7	01-Apr-80
2ND AGREEMENT	PVGX	1212	61-5547-00-7	01-Apr-80
2ND AGREEMENT	PVGX	1213	61-5547-00-7	01-Apr-80
2ND AGREEMENT	PVGX	1214	61-5547-00-7	01-Apr-80
2ND AGREEMENT	PVGX	1215	61-5547-00-7	01-Apr-80
2ND AGREEMENT	PVGX	1216	61-5547-00-7	01-Apr-80
2ND AGREEMENT	PVGX	1217	61-5547-00-7	01-Apr-80
2ND AGREEMENT	PVGX	1218	61-5547-00-7	01-Apr-80
2ND AGREEMENT	PVGX	1219	61-5547-00-7	01-Apr-80
2ND AGREEMENT	PVGX	1220	61-5547-00-7	01-Apr-80
2ND AGREEMENT	PVGX	1221	61-5547-00-7	01-Apr-80
2ND AGREEMENT	PVGX	1222	61-5547-00-7	01-Apr-80
2ND AGREEMENT	PVGX	1223	61-5547-00-7	01-Apr-80
2ND AGREEMENT	PVGX	1224	61-5547-00-7	01-Apr-80
2ND AGREEMENT	PVGX	1225	61-5547-00-7	01-Apr-80
2ND AGREEMENT	PVGX	1226	61-5547-00-7	01-Apr-80
2ND AGREEMENT	PVGX	1227	61-5547-00-7	01-Apr-80
2ND AGREEMENT	PVGX	1228	61-5547-00-7	01-Apr-80

2ND AGREEMENT	FV6X	1229	61-5547-00-7	01-Apr-80
2ND AGREEMENT	FV6X	1230	61-5547-00-7	01-Apr-80
2ND AGREEMENT	FV6Y	1231	61-5547-00-7	01-Apr-80
2ND AGREEMENT	FV6X	1232	61-5547-00-7	01-Apr-80
2ND AGREEMENT	FV6X	1233	61-5547-00-7	01-Apr-80
2ND AGREEMENT	FV6X	1234	61-5547-00-7	01-Apr-80
2ND AGREEMENT	FV6X	1235	61-5547-00-7	01-Apr-80
2ND AGREEMENT	FV6X	1236	61-5547-00-7	01-Apr-80
2ND AGREEMENT	FV6X	1237	61-5547-00-7	01-Apr-80
2ND AGREEMENT	FV6X	1238	61-5547-00-7	01-Apr-80
2ND AGREEMENT	FV6X	1239	61-5547-00-7	01-Apr-80
2ND AGREEMENT	FV6X	1240	61-5547-00-7	01-Apr-80
2ND AGREEMENT	FV6X	1241	61-5547-00-7	01-Apr-80
2ND AGREEMENT	FV6X	1242	61-5547-00-7	01-Apr-80
2ND AGREEMENT	FV6X	1243	61-5547-00-7	01-Apr-80
2ND AGREEMENT	FV6X	1244	61-5547-00-7	01-Apr-80
2ND AGREEMENT	FV6X	1245	61-5547-00-7	01-Apr-80
2ND AGREEMENT	FV6X	1246	61-5547-00-7	01-Apr-80
2ND AGREEMENT	FV6X	1247	61-5547-00-7	01-Apr-80
2ND AGREEMENT	FV6Y	1248	61-5547-00-7	01-Apr-80
2ND AGREEMENT	FV6X	1249	61-5547-00-7	01-Apr-80
2ND AGREEMENT	FV6X	1250	61-5547-00-7	01-Apr-80
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2ND AGREEMENT	FV6Y	1252	61-5547-00-7	01-Apr-80
2ND AGREEMENT	FV6X	1253	61-5547-00-7	01-Apr-80
2ND AGREEMENT	FV6X	1254	61-5547-00-7	01-Apr-80
2ND AGREEMENT	FV6Y	1255	61-5547-00-7	01-Apr-80
2ND AGREEMENT	FV6X	1256	61-5547-00-7	01-Apr-80
2ND AGREEMENT	FV6X	1257	61-5547-00-7	01-Apr-80
2ND AGREEMENT	FV6X	1258	61-5547-00-7	01-Apr-80
2ND AGREEMENT	FV6X	1259	61-5547-00-7	01-Apr-80
2ND AGREEMENT	FV6X	1260	61-5547-00-7	01-Apr-80
2ND AGREEMENT	FV6X	1261	61-5547-00-7	01-Apr-80
2ND AGREEMENT	FV6X	1262	61-5547-00-7	01-Apr-80
2ND AGREEMENT	FV6X	1263	61-5547-00-7	01-Apr-80
2ND AGREEMENT	FV6X	1264	61-5547-00-7	01-Apr-80
2ND AGREEMENT	FV6X	1265	61-5547-00-7	01-Apr-80
2ND AGREEMENT	FV6X	1266	61-5547-00-7	01-Apr-80
2ND AGREEMENT	FV6X	1267	61-5547-00-7	01-Apr-80
2ND AGREEMENT	FV6X	1271	61-5547-00-7	01-Apr-80
2ND AGREEMENT	FV6X	1277	61-5547-00-7	01-Apr-80
2ND AGREEMENT	FV6X	1283	61-5547-00-7	01-Apr-80
2ND AGREEMENT	FV6X	1285	61-5547-00-7	01-Apr-80
2ND AGREEMENT	FV6X	1286	61-5547-00-7	01-Apr-80
2ND AGREEMENT	FV6X	1293	61-5547-00-7	01-Apr-80
2ND AGREEMENT	FV6X	1294	61-5547-00-7	01-Apr-80
2ND AGREEMENT	FV6X	1295	61-5547-00-7	01-Apr-80
2ND AGREEMENT	FV6X	1296	61-5547-00-7	01-Apr-80

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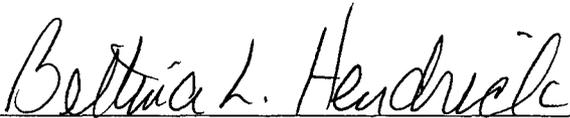
District of )  
Columbia ) SS.  
)

Peter A. Greene, having been duly sworn, deposes and says that he has compared the attached copy of the Lease between ConAgra, Inc., a Delaware corporation, successor to Peavey Company, and Soo Line Railroad Company, a Minnesota corporation, dated as of August 15, 1989, to the original document and found the copy to be complete and identical in all respects to the original document.

  
\_\_\_\_\_  
Peter A. Greene

Subscribed and sworn to before me, a notary public in and for the District of Columbia, this 19th day of February, 1990.



  
\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_ My Commission Expires January 31, 1991.