#15

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Counsel

July 5, 1991

1-186A039

Interstate Commerce Commission
12th & Constitution Avenue, N.W.
Washington, DC 20423

17419
RECORDATION NO. FILED 1425

JUL 5 1991 -3 22 PM
INTERSTATE COMMERCE COMMISSION

JUL 5 3 PM '91

ATTENTION: Mildred Lee.

Dear Ms. Lee:

Enclosed for filing recordation with the Commission are a certified true copy and two counterparts of the document described below to be recorded pursuant to Section 11303 of the Interstate Commerce Act, 49 U.S.C. § 11303.

This document is a LEASE, dated October 31, 1988, and a Rider No. 1 thereto, dated October 18, 1990, between Louis Dreyfus Corporation and Northbrook Corporation. This is a primary document.

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

Lessor:	Lessee:
Louis Dreyfus Corporation 10 Westport Road Wilton, CT 06897-0810	Northbrook Corporation 875 North Michigan Avenue Suite 1400 Chicago, IL 60611

The equipment covered by this document is two hundred sixty-three (263) covered hopper cars bearing LDCX markings.

This document should be indexed as:

> Lease dated August 21, 1990, with Rider dated October 18, 1990, between Louis Dreyfus Corporation (Lessor) and Northbrook Corporation (Lessee).

This document should be cross-indexed to Nos. 16001 and 16002.

Counterparts - M. Cason

Also enclosed please find a check in the amount of $15.00 as the filing fee required by 49 C.F.R. 1177.3.

Sincerely,

Andrew P. Goldstein
Attorney for
Louis Dreyfus Corporation

Enclosure

APG/rmm

7/5/91

Interstate Commerce Commission

Washington, D.C. 20423

OFFICE OF THE SECRETARY

Andrew P. Goldstein
McCarthy, Sweeney & Harkaway, P. C.
1750 Pennsylvania Avenue, N. W.
Washington, D. C. 20006

Dear Sirs:

The enclosed dcoument(s) was recorded pursuant to the provisions of Section 11303 of the Insterstate Commerce Act, 49 U.S.C. 11303, on 7/5/91 at 3:45PM, and assigned recordation number(s). 17419.

Sincerely yours,

Sidney L. Strickland, Jr.

Sidney L. Strickland, Jr.
Secretary

RECORDATION NO. 17419 FILED 1425

JUL 5 1991 -3 45 PM

INTERSTATE COMMERCE COMMISSION

LOUIS DREYFUS CORPORATION

LEASE OF COVERED HOPPER CARS

THIS AGREEMENT is made and entered into this 21st day of August, 1990, by and between LOUIS DREYFUS CORPORATION, a New York Corporation, hereinafter called "LESSOR," and Northbrook Corporation, a Delaware Corporation, hereinafter called "LESSEE."

WITNESSETH:

WHEREAS, LESSOR is willing to lease and LESSEE is desirous of leasing the railway covered hopper cars identified in Schedule A hereto, (the "CARS").

NOW THEREFORE, in consideration of the premises and of the covenants, promises, and undertakings of the parties, as hereinafter contained, it is agreed as follows:

SECTION 1. TERM. The term of this AGREEMENT shall be for the period specified in Schedule B hereto. Notwithstanding the actual EFFECTIVE DATE of this AGREEMENT for any of the CARS, this AGREEMENT shall terminate on the date ("TERMINATION DATE") set forth in Schedule B hereto for all CARS subject hereto.

SECTION 2. RENT. LESSEE will pay rent to LESSOR for the use of each of the CARS during the term of this AGREEMENT at the rate per CAR per month set forth in Schedule B hereto, until actual return of the CARS to a point designated by LESSOR. The per diem rental rate for a CAR for a given month shall be determined by prorating the monthly rate over the number of days in that month. Payments shall be due on the first day of each month for the same month. LESSEE shall maintain or have maintained separate, complete and accurate books and records of mileage and movement relating to the CARS in the same form and to the same extent as customary in the LESSEE'S railcar leasing and management business, and retain such books and records for a period of not less than three (3) years. LESSEE shall make available such books and records for inspection by LESSOR, or its representatives, upon 48 hours prior written notice, during reasonable business hours, and LESSEE shall allow LESSOR, or its representatives to make photocopies thereof at LESSOR'S expense.

SECTION 3. USE. A. Subject to provisions of this AGREEMENT, LESSEE shall have exclusive use and control of the CARS during the term of this AGREEMENT, or extension thereof, provided, however, that said CARS shall be used only within the Continental limits of the United States of America or, on a

temporary and incidental basis, in Canada or Mexico; and LESSEE covenants that it does not anticipate that more than 10 percent of the CARS will be in Mexico at any one time.

B. LESSEE will preserve the CARS in good condition and will not alter the physical structure of any of the CARS or use the CARS for the transportation of corrosive lading. LESSEE may not change any of the marks, lettering, car initials, or exterior color of the CARS without the prior written permission of LESSOR, and then only on such terms and conditions as LESSOR reasonably may require including, but not limited to, payment by LESSEE of the costs of making such changes and of returning the CARS to the exterior condition that they were in prior to making any such changes. Notwithstanding this Section 3B, LESSEE may change the marks on the CARS from "LDCX" to "UMP" and shall remark each of the CARS in such manner as LESSOR directs before the last loaded move of that CAR under this LEASE. LESSEE shall maintain in contrasting color the plate or stencil that is on each of the CARS that states "OWNED BY A LESSOR AND SUBJECT TO AN EQUIPMENT LEASE FILED UNDER THE INTERSTATE COMMERCE ACT, SECTION 11303". LESSEE shall notify LESSOR in writing of each change of any of the marks or any stencil on any of the CARS. When LESSEE remarks LESSOR'S marks, LESSOR will reimburse LESSEE for each of the CARS the lesser of (i) $50.00 and (ii) half of LESSEE'S cost of that remarking. When LESSEE remarks cARS in accordance to LESSOR'S direction, LESSOR will reimburse LESSEE the lesser of (i) $100.00 and (ii) half of LESSEE'S cost of that remarking.

C. LESSEE shall use the CARS upon each railroad over which the CARS shall move in accordance with all governmental rules and regulations, interchange rules of the Association of American Railroads ("AAR"), and then prevailing tariffs and other applicable rules and regulations to which each said railroad shall be a party; and if the operation or movement of any of the CARS during the term of this AGREEMENT shall result in charges being made against the LESSOR by any railroad or association, LESSEE shall pay LESSOR for such charges within ten (10) days of receiving notice that such charges are due.

SECTION 4. MAINTENANCE. A. LESSOR shall be responsible for the cost of maintaining the CARS with the exception of the following:

> LESSEE shall be responsible for the payment of all costs of repairs if any of said CARS are damaged due to use of the CARS in a manner other than that for which they were designed or due to the carrying of corrosive or abrasive materials, spilling of damaging materials, or the carrying of any material or performing any act which would damage a CAR or any part of it, including, but not limited to, damage to outlet gates caused by open

flame, vibrators, sledges or other devices during loading or unloading.

B. The LESSEE will cause the CARS or any of them, when in need of repair or maintenance, to be delivered to a mutually agreeable repair shop without cost to LESSOR, and to accept delivery of the CARS at that point when the repairs have been made. On any CAR needing such maintenance, rental shall abate five (5) days after the CAR is received in LESSOR'S designated shop, and until CAR is shipped from LESSOR'S designated shop. On any CAR repaired without prior notice by LESSEE to LESSOR, rental will not abate.

C. LESSOR shall have the right by its authorized representatives to inspect the CARS at the sole cost and expense of LESSOR at such times as LESSOR deems necessary and LESSEE will cooperate with LESSOR in making the CARS available for such inspections upon reasonable notice and request at a limited number of locations and in reasonable quantities.

D. LESSEE shall not modify any of the CARS without LESSOR'S approval.

SECTION 5. DAMAGE OR DESTRUCTION. LESSEE promptly shall notify LESSOR of any damage to or destruction of the CARS. In the event any CAR is lost due to destruction or damage beyond economical repair in the sole judgment of LESSOR, LESSOR shall be entitled to all compensation by the responsible party for the loss of the CAR in accordance with applicable AAR Rules or otherwise. Upon confirmation that any CAR has been lost due to destruction or damage beyond economic repair, rental charges shall be abated and LESSOR shall issue credits to LESSEE for any and all rental payments made after the date of said destruction or damage. LESSOR, at its option, may or may not replace such destroyed or damaged CARS with cars of comparable size and capacity which, if so replaced, shall then be deemed a CAR subject to this AGREEMENT. The rental for such replacement CAR shall commence to accrue on the date of arrival of the replacement CAR at a point mutually agreed upon by LESSOR and LESSEE.

SECTION 6. LIABILITY. Except for acts of negligence attributable solely to LESSOR or its Agents, LESSOR shall not be liable for (a) any loss of, or damage to, commodities or property, or any part thereof, loaded or shipped in the CARS, however such loss or damage may be caused or result, or (b) any loss or damage arising through injury to or death of persons or damage to any other property, however such loss or damage may be caused or result. LESSEE assumes responsibility for and agrees to indemnify LESSOR against the cost of defending any claims made against LESSOR and any judgments rendered against LESSOR for the events and occurrences described in this paragraph.

SECTION 7. TAXES. LESSOR shall pay all property taxes properly imposed or measured by such CARS on the mileage thereon,

and will file all property tax reports relating thereto. LESSEE shall be responsible for and will indemnify LESSOR from all sales, and/or use taxes imposed by federal, state, municipal, and other governmental authority. LESSEE agrees to cooperate fully and promptly with LESSOR in providing to LESSOR any information which LESSOR may deem necessary to fulfillment of its obligations under this paragraph.

SECTION 8. DELIVERY OF CARS UPON TERMINATION. By the TERMINATION DATE or upon failure of LESSEE to cure the breach of any conditions or covenant herein by it within ten (10) days after written notice thereof by LESSOR to LESSEE, LESSEE shall deliver the CARS, free and clear of any and all transportation charges, to LESSOR at the point or points designated by LESSOR. If LESSEE shall fail or refuse to deliver said CARS as aforesaid, LESSOR shall have the right, without further notice or demand, and in addition to and without constituting a waiver of any other remedy, claim or right hereunder or at law (i) if this AGREEMENT is terminated in accordance with provisions hereof, to take possession of said CARS wherever found, or (ii) either to take possession of said CARS wherever found without terminating this AGREEMENT, or to terminate this AGREEMENT and to take possession of said CARS wherever found, and in all cases with or without legal process, and remove them at LESSEE's expense, and for such purpose LESSEE authorizes LESSOR to enter any premises occupied by LESSEE or to issue such CAR relocation directives to railroads who may be in possession of the CARS. LESSEE agrees to indemnify and pay to the LESSOR reasonable attorney's fees and costs of repossession. Provided further that unless LESSEE delivers more than 90% of the CARS to a point designated by LESSOR (within the continental United States) within 15 days after the termination date of the AGREEMENT, LESSOR shall have the right to impose on LESSEE a rental surcharge equal to twice the monthly rate, pro-rata for the number of days from (and including) the 15th day after the last day of the AGREEMENT to (but excluding) the date LESSEE delivers a CAR or CARS to LESSOR'S designated point.

SECTION 9. SUCCESSORS AND ASSIGNMENT. This AGREEMENT and the terms and provisions and covenants herein contained shall extend to and be binding upon and shall inure to the benefit of the respective successors and assigns of the respective parties hereto. Any sublease of the CARS by LESSEE shall be null and void unless (a) LESSOR is given actual notice of said sublease by LESSEE within 48 hours of LESSEE entering into a sublease agreement, such notice to include the identity of the sublessee, (b) such sublease is reduced to writing and is expressly sub-ordinate to this AGREEMENT, and (c) LESSOR is provided a true and complete copy of said sublease within thirty (30) days of the date when LESSEE first entered into said sublease (even on a verbal basis). Failure by LESSEE to observe any of these conditions shall entitle LESSOR to terminate this AGREEMENT and to take possession of the CARS at LESSEE's sole and full expense in addition to any other remedies available to LESSOR under this AGREEMENT or at law. LESSEE, however, shall not otherwise

encumber their leasehold interest in any of the CARS or assign or use this AGREEMENT as security, without prior written consent of LESSOR. Notwithstanding any such sublease or written consent of LESSOR, LESSEE shall remain bound by all the terms, covenants and conditions of this AGREEMENT.

SECTION 10. ENTIRE AGREEMENT. This instrument, including all Schedules and Riders hereto, contains the entire agreement of the parties. It may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement or any waiver, change, modification, extension or discharge is sought.

SECTION 11. WAIVER. A waiver of a breach of any of the conditions, covenants or agreements in this lease by any party shall not be construed to be a waiver of any subsequent breach of any such conditions, covenant or other agreement.

SECTION 12. GOVERNING LAW. This AGREEMENT shall be subject to the laws of New York applicable to contracts to be performed entirely within that state.

SECTION 13. GENERAL. Sections 3B, 5, 6, and 7 shall survive the termination of this LEASE and the return of the CARS.

SECTION 14. NOTICES. Any notices required or made hereunder in writing shall be provided by certified mail, return receipt requested, to:

For LESSOR: Louis Dreyfus Corporation

10 Westport Road, P. O. Box 810

Wilton, CT 06897-0810

ATTENTION: Lawrence J. Greenhall

For LESSEE: Northbrook Corporation

875 North Michigan Avenue, Suite 1400

Chicago, Illinois 60611

ATTENTION: Robert Dwyer

IN WITNESS WHEREOF, LESSOR and LESSEE respectively, each pursuant to due corporate authority, have caused these presents to be executed and their respective corporate seals to be here onto affixed duly attested, as of the day and year first above written.

(CORPORATE SEAL)
ATTEST:

By: _____

Date: SEPTEMBER 4, 1990

Northbrook Corporation (LESSEE)

By: _____
PRESIDENT

(CORPORATE SEAL)
ATTEST:

By: _____

Date: _____

LOUIS DREYFUS CORPORATION (LESSOR)

By: _____
Lawrence J. Greenhall
Director of Transportation

SCHEDULE A

Page 1 of Schedule A to Lease Agreement dated August 21, 1990 by and between LOUIS DREYFUS CORPORATION (LESSOR) and NORTHBROOK CORPORATION (LESSEE).

TYPE AND DESCRIPTION OF CARS: 4750 cu. ft. 100-ton Covered Hopper Cars, equipped with trough hatches and gravity outlets

NUMBER OF CARS: 210

INTERIOR EQUIPMENT: None

SPECIAL LININGS: None

PERMITTED LADING USE: Grain and Grain Products

REPORTING MARKS AND NUMBERS: as listed on the following pages of Schedule A

(CORPORATE SEAL)

ATTEST:

By: _____

Date: SEPTEMBER 4, 1990

NORTHBROOK CORPORATION
(LESSEE)

By: _____
PRESIDENT

(CORPORATE SEAL)

ATTEST:

By: _____

Date: _____

LOUIS DREYFUS CORPORATION (LESSOR)

By: _____
Lawrence J. Greenhall
Director of Transportation

ALL CARS TO BECOME "UMP" INITIALED

1	LDCX	20595	54	LDCX	20752	107	LDCX	20808	159	LDCX	20462
2	LDCX	20596	55	LDCX	20753	108	LDCX	20809	160	LDCX	20464
3	LDCX	20597	56	LDCX	20755	109	LDCX	20810	161	LDCX	20467
4	LDCX	20598	57	LDCX	20756	110	LDCX	20811	162	LDCX	20473
5	LDCX	20599	58	LDCX	20757	111	LDCX	20812	163	LDCX	20483
6	LDCX	20600	59	LDCX	20758	112	LDCX	20814	164	LDCX	20500
7	LDCX	20601	60	LDCX	20759	113	LDCX	20815	165	LDCX	20504
8	LDCX	20602	61	LDCX	20760	114	LDCX	20816	166	LDCX	20521
9	LDCX	20603	62	LDCX	20761	115	LDCX	20817	167	LDCX	20526
10	LDCX	20606	63	LDCX	20762	116	LDCX	20818	168	LDCX	20527
11	LDCX	20608	64	LDCX	20763	117	LDCX	20819	169	LDCX	20533
12	LDCX	20609	65	LDCX	20764	118	LDCX	20820	170	LDCX	20534
13	LDCX	20611	66	LDCX	20765	119	LDCX	20821	171	LDCX	20544
14	LDCX	20612	67	LDCX	20766	120	LDCX	20822	172	LDCX	20556
15	LDCX	20615	68	LDCX	20767	121	LDCX	20823	173	LDCX	20557
16	LDCX	20712	69	LDCX	20768	122	LDCX	20824	174	LDCX	20560
17	LDCX	20713	70	LDCX	20769	123	LDCX	20825	175	LDCX	20564
18	LDCX	20714	71	LDCX	20770	124	LDCX	20826	176	LDCX	20565
19	LDCX	20715	72	LDCX	20771	125	LDCX	20827	177	LDCX	20586
20	LDCX	20716	73	LDCX	20772	126	LDCX	20828	178	LDCX	20631
21	LDCX	20717	74	LDCX	20773	127	LDCX	20829	179	LDCX	20636
22	LDCX	20718	75	LDCX	20774	128	LDCX	20830	180	LDCX	20640
23	LDCX	20719	76	LDCX	20775	129	LDCX	20831	181	LDCX	20644
24	LDCX	20720	77	LDCX	20776	130	LDCX	20832	182	LDCX	20653
25	LDCX	20721	78	LDCX	20777	131	LDCX	20833	183	LDCX	20654
26	LDCX	20722	79	LDCX	20778	132	LDCX	20834	184	LDCX	20666
27	LDCX	20723	80	LDCX	20779	133	LDCX	20835	185	LDCX	20671
28	LDCX	20724	81	LDCX	20780	134	LDCX	20836	186	LDCX	20672
29	LDCX	20725	82	LDCX	20781	135	LDCX	20837	187	LDCX	20673
30	LDCX	20726	83	LDCX	20782	136	LDCX	20838	188	LDCX	20675
31	LDCX	20728	84	LDCX	20783	137	LDCX	20839	189	LDCX	20676
32	LDCX	20729	85	LDCX	20784	138	LDCX	20840	190	LDCX	20692
33	LDCX	20730	86	LDCX	20785	139	LDCX	20842	191	LDCX	20695
34	LDCX	20731	87	LDCX	20786	140	LDCX	20843	192	LDCX	20697
35	LDCX	20732	88	LDCX	20787	141	LDCX	20844	193	LDCX	20700
36	LDCX	20733	89	LDCX	20788	142	LDCX	20845	194	LDCX	20710
37	LDCX	20734	90	LDCX	20789	143	LDCX	20846	195	LDCX	20856
38	LDCX	20735	91	LDCX	20792	144	LDCX	20847	196	LDCX	20857
39	LDCX	20736	92	LDCX	20793	145	LDCX	20848	197	LDCX	20881
40	LDCX	20737	93	LDCX	20794	146	LDCX	20849	198	LDCX	20887
41	LDCX	20738	94	LDCX	20795	147	LDCX	20850	199	LDCX	20888
42	LDCX	20739	95	LDCX	20796	148	LDCX	20851	200	LDCX	20967
43	LDCX	20740	96	LDCX	20797	149	LDCX	20852	201	LDCX	20970
44	LDCX	20741	97	LDCX	20798	150	LDCX	20227	202	LDCX	20979
45	LDCX	20742	98	LDCX	20799	151	LDCX	20309	203	LDCX	20986
46	LDCX	20744	99	LDCX	20800	152	LDCX	20319	204	LDCX	20989
47	LDCX	20745	100	LDCX	20801	153	LDCX	20327	205	LDCX	21000
48	LDCX	20746	101	LDCX	20802	154	LDCX	20404	206	LDCX	21003
49	LDCX	20747	102	LDCX	20803	155	LDCX	20426	207	LDCX	21018
50	LDCX	20748	103	LDCX	20804	156	LDCX	20440	208	LDCX	21022
51	LDCX	20749	104	LDCX	20805	157	LDCX	20442	209	LDCX	21034
52	LDCX	20750	105	LDCX	20806	158	LDCX	20450	210	LDCX	21045
53	LDCX	20751	106	LDCX	20807						

RIDER 1

This RIDER shall be attached to and forms a part of the AGREEMENT dated as of the 21st day of August, 1990 by and between LOUIS DREYFUS CORPORATION (LESSOR) and NORTHBROOK CORPORATION (LESSEE).

Cars covered by this RIDER:

TYPE AND DESCRIPTION OF CARS: 4750 cu. ft. 100-ton Covered Hopper Cars, equipped with trough hatches and gravity outlets

NUMBER OF CARS: 53

INTERIOR EQUIPMENT: None

SPECIAL LININGS: None

PERMITTED LADING USE: Grain and Grain Products

REPORTING MARKS AND NUMBERS: as listed on the following page 3 of this RIDER 1

LEASE TERM: Through September 30, 1991

RENEWAL OPTIONS AND NOTICE: At the end of LEASE term, RIDER will be renewed for an additional 14 months as long as gross earnings and rental received by LESSOR average above $425.00 per car per month. If earnings average below $425.00 per car per month, it is the LESSOR'S option to renew the terms of this RIDER for an additional 14 months.

EFFECTIVE DATE: September 1, 1990

TERMINATION DATE: September 30, 1991

BASE MONTHLY RENTAL: $400.00 per car

SPECIAL TERMS: CAR MARKS: LESSEE shall remark CARS from "LDCX" initials to "UMP" initials preserving the CAR NUMBER. VARIABLE RENTAL: The first $50 of LESSEE'S share of off-line per car car earnings each month will go to LESSEE. All per car earnings in excess of $50 will be split equally between LESSOR and LESSEE. LESSOR understands that LESSEE will be giving carriers who utilize these CARS a share of off line earnings, not to exceed 50% of total off line earnings. LESSEE will provide LESSOR a copy of each LEASE AGREEMENT covering any CAR covered by this LEASE AGREEMENT with all essential terms intact. Any other information that is not relevant to LESSOR can be deleted.

MAINTENANCE: All maintenance bills are to be forwarded to LESSOR'S Agent, Trailer Train Company, 101 North Wacker Drive, Chicago, Illinois 60606 for payment. LESSOR shall have the right to select the shop for repairs for any CAR covered by this AGREEMENT. Any repairs over the amount of $250.00 are not to be made without approval of LESSOR, or LESSOR'S Agent, Trailer Train.

(CORPORATE SEAL)

ATTEST:

NORTHBROOK CORPORATION (LESSEE)

By: Carmen Montagano

By: Gerald T. Kilcoyne
VICE PRESIDENT-CONTROLLER

Date: 10-18-90

(CORPORATE SEAL)

ATTEST:

By:

Date: Oct 15, 1990

LOUIS DREYFUS CORPORATION (LESSOR)

By:
Lawrence J. Greenhall
Director of Transportation

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 1 LDCX  21201
 2 LDCX  21205
 3 LDCX  21206
 4 LDCX  21211
 5 LDCX  21212
 6 LDCX  21214
 7 LDCX  21215
 8 LDCX  21219
 9 LDCX  21221
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50 LDCX  21334
51 LDCX  21336
52 LDCX  21338
53 LDCX  21341
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RECORDATION NO. 17419 FILED 1425

JUL 5 1991 -3 45 PM

INTERSTATE COMMERCE COMMISSION

CERTIFICATE

I, Andrew P. Goldstein, hereby certify that I am an attorney duly admitted in the District of Columbia, and am a member in good standing of the Bar of the District of Columbia, and that I have this 5th day of July 1991 compared the enclosed copy of the Lease and Rider, entered into as of August 21, 1990 and October 18, 1990, respectively, between Louis Dreyfus Corporation and Northbrook Corporation with the original document and certify that it is complete and identical in all respects to the original document.

Andrew P. Goldstein

Andrew P. Goldstein

DISTRICT OF COLUMBIA, CITY OF WASHINGTON

Sworn to and subscribed before me this 5th day of July 1991.

Claudette V. Toppin

Notary Public

My Commission Expires 1/31/94