

Edu Alvord

Commissioner of Public Safety

RECORDATION NO. ~~14097~~ FILED
14097-E
SEP 30 '97 3:40 PM

ALVORD AND ALVORD
ATTORNEYS AT LAW
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SUITE 200
WASHINGTON, D.C.
20006-2973
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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

September 30, 1997

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

SEP 30 3 38 PM '97
RECEIVED
SURFACE TRANSPORTATION
BOARD

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum of Bill of Sale and Assignment and Assumption Agreement, dated as of September 30, 1997, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the documents previously filed with the Commission/Board under the Recordation Numbers on the schedule attached hereto. Please file the Memorandum under Recordation Number 14097-E, and cross-index under the remaining Recordation Numbers.

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

Seller/Assignor: Pitney Bowes Credit Corporation
27 Waterview Drive
Sheiton, Connecticut 06484

Purchaser/Assignee: GATX Third Aircraft Corporation
Four Embarcadero Center, Suite 2200
San Francisco, California 94111

A description of the railroad equipment covered by the enclosed document is set forth on Exhibit A attached to the Memorandum.

Mr. Vernon A. Williams
September 30, 1997
Page 2

Also enclosed is a check in the amount of \$ 557⁰⁰ payable to the order of the Surface Transportation Board covering the required recordation fee and cross-indexing fees.

Kindly return one stamped copy of the enclosed document to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/bg
Enclosures

Please Cross-index Under The Following Recordation Numbers:

15616-B

15620-H

16048-B

16399-C

16760-A

17040-D

17481-B

17656-C

17787-A

17892-U

17942-F

17971-B

17978-B

18048-B

18415-B

18055-C

18509-I

18847-H

18922-A

18929-A

19005-A

19061-B

19321-Q

19748-A

STATE OF Connecticut)
) ss: Shelton
COUNTY OF Fairfield)

On this ___ day of September, 1997, before me personally appeared Michael J. Leyn, to me personally known, who being by me duly sworn, says that he is the Vice President of Pitney Bowes Credit Corporation, that the foregoing document was signed on behalf of said corporation, and he acknowledged that the execution of said instrument was his free act and deed.

Susan Benbank
NOTARY PUBLIC

My commission expires: November 30, 2001

~~STATE OF _____)
) ss:
COUNTY OF _____)~~

~~On this ___ day of September, 1997, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is the _____ of GATX Third Aircraft Corporation, that the foregoing document was signed on behalf of said corporation, and he acknowledged that the execution of said instrument was his free act and deed.~~

~~_____
NOTARY PUBLIC~~

~~My commission expires:~~

~~See attached page~~

RECORDATION NO. 14097-E FILED

SEP 30 '97 3:40 PM

**MEMORANDUM OF BILL OF SALE
AND ASSIGNMENT AND ASSUMPTION AGREEMENT**

Memorandum of Bill of Sale and Assignment and Assumption Agreement, made and entered into as of September 30, 1997 by and between PITNEY BOWES CREDIT CORPORATION, Seller/Assignor and GATX THIRD AIRCRAFT CORPORATION, Purchaser/Assignee.

WITNESSETH:

The undersigned have entered into (i) that certain Bill of Sale, dated as of September 30, 1997, and (ii) that certain Assignment and Assumption Agreement, dated as of September 30, 1997, together by which Seller/Assignor has sold and assigned its right, title and interest in and to certain railroad equipment and the leases and beneficial interests therein to Purchaser/Assignee, and Purchaser/Assignee has accepted and assumed all duties and obligations of Seller/Assignor with respect thereto arising on or after the closing date. The documents relating to the railroad equipment are set forth in exhibits to the Assignment and Assumption Agreement. The railroad equipment is set forth on Exhibit A attached hereto.

IN WITNESS WHEREOF, the parties hereto have each caused this memorandum to be duly executed by their respective officers duly authorized as of the date and year first above written.

PITNEY BOWES CREDIT CORPORATION

By Michael J. Lema
Name: MICHAEL J. LEMA
Title: VICE PRESIDENT AND SENIOR CREDIT OFFICER

GATX THIRD AIRCRAFT CORPORATION

By Thomas C. Nord
Name: Thomas C. Nord
Vice President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

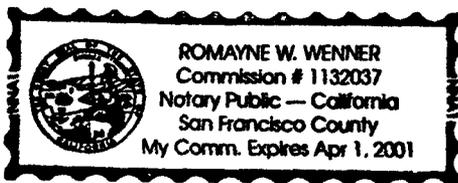
State of CALIFORNIA

County of SAN FRANCISCO

On SEPTEMBER 26, 1997 before me, ROMAYNE W. WENNER, NOTARY PUBLIC,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared THOMAS C. NORD,
Name(s) of Signer(s)

personally known to me ~~OR~~ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/hers/their authorized capacity(ies), and that by his/hers/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Romaine W. Wenner
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: MEMORANDUM OF BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

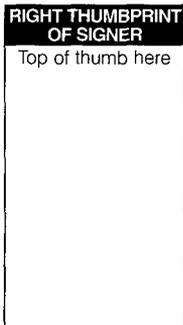
Document Date: SEPTEMBER 30, 1997 Number of Pages: 1

Signer(s) Other Than Named Above: MICHAEL J. LEYH

Capacity(ies) Claimed by Signer(s)

Signer's Name: THOMAS C. NORD

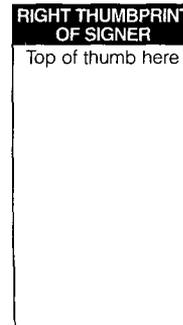
- Individual
- Corporate Officer
Title(s): VICE PRESIDENT
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:
GATX THIRD
AIRCRAFT CORP.

Signer's Name: _____

- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:

SURFACE TRANSPORTATION BOARD
WASHINGTON, D. C. 20423-0001

OFFICE OF THE SECRETARY

Robert W. Alvord
Alvord And Alvord
918 Sixteenth Street, NW., Ste. 200
Washington, DC., 20006-2973

DATE: 9/30/97

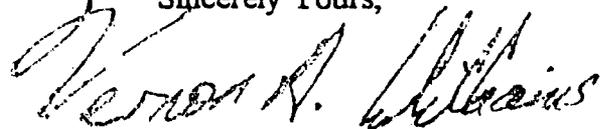
Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of 49 U.S.C. 11301
and 49 CFR 1177.3 (c), on 9/30/97 at 3:40PM, and

assigned recordation number(s). (see below):

14097-E	15616-B	15620-H	16048-B	16399-C	16760-A
17040-D	17481-B	17656-C	17787-A	17892-U	17942-F
17971-B	17978-B	18048-B	18055-C	18509-I	18847-H
18922-A	18929-A	19005-A	19061-B	19321-Q	19748-A
18415-B	15460-C	15707-B	15883-B		

Sincerely Yours,



Vernon A. Williams
Secretary

Enclosure(s)

\$ 672.00 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. In the event of an error or any questions concerning this fee, you will receive a notification after the Surface Transportation Board has an opportunity to examine your document.

Signature

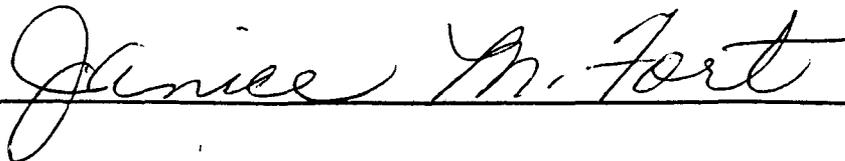


Exhibit A

Recordation Number 14097- E

SCHEDULE 1
The Railcars

913

~~938~~ Plate B, 70 ton capacity, 50 foot 6-inch, general service boxcars bearing running marks and numbers in series CSXT 129700-130699 and specifically identified as follows:

INIT	NUMBER	INIT	NUMBER	INIT	NUMBER
----	-----	----	-----	----	-----
1	CSXT 129700	314	CSXT 130043	627	CSXT 130368
2	CSXT 129701	315	CSXT 130044	628	CSXT 130369
3	CSXT 129702	316	CSXT 130045	629	CSXT 130370
4	CSXT 129703	317	CSXT 130046	630	CSXT 130371
5	CSXT 129704	318	CSXT 130047	631	CSXT 130372
6	CSXT 129705	319	CSXT 130048	632	CSXT 130373
7	CSXT 129706	320	CSXT 130049	633	CSXT 130374
8	CSXT 129707	321	CSXT 130050	634	CSXT 130375
9	CSXT 129708	322 CSXT 130051 cas		635	CSXT 130376
10	CSXT 129710	323	CSXT 130052	636	CSXT 130377
11	CSXT 129712	324	CSXT 130053	637	CSXT 130378
12	CSXT 129713	325	CSXT 130054	638	CSXT 130379
13	CSXT 129714	326	CSXT 130055	639	CSXT 130380
14	CSXT 129715	327	CSXT 130056	640	CSXT 130381
15	CSXT 129716	328	CSXT 130057	641	CSXT 130382
16	CSXT 129717	329	CSXT 130058	642	CSXT 130383
17	CSXT 129718	330	CSXT 130059	643	CSXT 130384
18	CSXT 129719	331	CSXT 130060	644	CSXT 130385
19	CSXT 129720	332	CSXT 130062	645	CSXT 130386
20	CSXT 129721	333	CSXT 130063	646	CSXT 130387
21	CSXT 129722	334	CSXT 130065	647	CSXT 130388
22	CSXT 129723	335	CSXT 130066	648	CSXT 130389
23	CSXT 129724	336	CSXT 130067	649	CSXT 130391
24	CSXT 129725	337	CSXT 130068	650	CSXT 130392
25	CSXT 129726	338 CSXT 130069 cas		651	CSXT 130393
26	CSXT 129727	339	CSXT 130071	652	CSXT 130394
27	CSXT 129728	340	CSXT 130072	653	CSXT 130395
28	CSXT 129729	341	CSXT 130073	654	CSXT 130396
29	CSXT 129730	342	CSXT 130074	655	CSXT 130397
30	CSXT 129731	343	CSXT 130075	656	CSXT 130398
31	CSXT 129732	344	CSXT 130076	657	CSXT 130399
32	CSXT 129733	345	CSXT 130077	658	CSXT 130400
33	CSXT 129734	346	CSXT 130078	659	CSXT 130401
34	CSXT 129735	347	CSXT 130079	660	CSXT 130402
35	CSXT 129736	348	CSXT 130080	661	CSXT 130403
36	CSXT 129737	349	CSXT 130081	662	CSXT 130404
37	CSXT 129738	350	CSXT 130082	663	CSXT 130405
38	CSXT 129739	351	CSXT 130083	664	CSXT 130406
39	CSXT 129740	352	CSXT 130084	665	CSXT 130407
40	CSXT 129741	353	CSXT 130085	666	CSXT 130408
41	CSXT 129742	354	CSXT 130086	667	CSXT 130409
42	CSXT 129744	355	CSXT 130087	668	CSXT 130410
43	CSXT 129745	356	CSXT 130088	669	CSXT 130411
44	CSXT 129746	357	CSXT 130089	670	CSXT 130412
45	CSXT 129747	358	CSXT 130091	671	CSXT 130413
46	CSXT 129748	359	CSXT 130092	672	CSXT 130414
47	CSXT 129749	360	CSXT 130093	673	CSXT 130415
48	CSXT 129750 cas	361	CSXT 130094	674	CSXT 130417
49	CSXT 129751	362	CSXT 130095	675	CSXT 130418
50	CSXT 129752	363	CSXT 130096	676	CSXT 130419
51	CSXT 129753	364	CSXT 130097	677	CSXT 130420
52	CSXT 129755	365	CSXT 130098	678	CSXT 130421
53	CSXT 129757	366	CSXT 130099	679	CSXT 130422
54	CSXT 129759 cas	367	CSXT 130100	680	CSXT 130423
55	CSXT 129760	368	CSXT 130101	681	CSXT 130424
56	CSXT 129761	369	CSXT 130102	682	CSXT 130425
57	CSXT 129763	370	CSXT 130103	683	CSXT 130426
58	CSXT 129764	371	CSXT 130104	684	CSXT 130427

13

59 CSXT	129765	372 CSXT	130105	685 CSXT	130429
60 CSXT	129766	373 CSXT	130106	686 CSXT	130430
61 CSXT	129767	374 CSXT	130107	687 CSXT	130431
62 CSXT	129768	375 CSXT	130108	688 CSXT	130432
63 CSXT	129769	376 CSXT	130109	689 CSXT	130433
64 CSXT	129770	377 CSXT	130110	690 CSXT	130434
65 CSXT	129771	378 CSXT	130111	691 CSXT	130435
66 CSXT	129772	379 CSXT	130112	692 CSXT	130436
67 CSXT	129773	380 CSXT	130113	693 CSXT	130437
68 CSXT	129774	381 CSXT	130114	694 CSXT	130438
69 CSXT	129775	382 CSXT	130115	695 CSXT	130439
70 CSXT	129777	383 CSXT 130116 <i>ca S</i>		696 CSXT	130440
71 CSXT	129778	384 CSXT	130117	697 CSXT	130441
72 CSXT	129779	385 CSXT	130118	698 CSXT	130442
73 CSXT	129780	386 CSXT	130119	699 CSXT	130443
74 CSXT	129781	387 CSXT	130120	700 CSXT	130444
75 CSXT	129782	388 CSXT	130121	701 CSXT	130445
76 CSXT 129783 <i>ca S</i>		389 CSXT	130122	702 CSXT	130446
77 CSXT	129784	390 CSXT	130123	703 CSXT 130447 <i>ca S</i>	
78 CSXT	129785	391 CSXT	130124	704 CSXT	130448
79 CSXT	129786	392 CSXT	130125	705 CSXT	130449
80 CSXT	129788	393 CSXT	130126	706 CSXT 130450 <i>ca S</i>	
81 CSXT	129789	394 CSXT	130127	707 CSXT	130451
82 CSXT	129790	395 CSXT	130128	708 CSXT	130452
83 CSXT	129792	396 CSXT	130129	709 CSXT	130453
84 CSXT	129793	397 CSXT	130130	710 CSXT	130454
85 CSXT	129794	398 CSXT	130131	711 CSXT	130455
86 CSXT	129795	399 CSXT	130132	712 CSXT	130456
87 CSXT	129796	400 CSXT	130133	713 CSXT	130457
88 CSXT	129799	401 CSXT	130134	714 CSXT	130458
89 CSXT	129800	402 CSXT	130135	715 CSXT	130459
90 CSXT	129801	403 CSXT	130136	716 CSXT	130460
91 CSXT	129802	404 CSXT	130137	717 CSXT	130461
92 CSXT	129803	405 CSXT	130138	718 CSXT	130463
93 CSXT	129804	406 CSXT	130139	719 CSXT	130464
94 CSXT 129805 <i>in contact</i>		407 CSXT	130140	720 CSXT	130465
95 CSXT	129806	408 CSXT	130141	721 CSXT	130466
96 CSXT	129807	409 CSXT	130142	722 CSXT	130467
97 CSXT	129808	410 CSXT	130143	723 CSXT	130468
98 CSXT	129809	411 CSXT	130144	724 CSXT	130469
99 CSXT	129810	412 CSXT	130145	725 CSXT	130470
100 CSXT	129811	413 CSXT	130146	726 CSXT	130472
101 CSXT	129812	414 CSXT	130147	727 CSXT	130473
102 CSXT	129813	415 CSXT	130148	728 CSXT	130474
103 CSXT	129814	416 CSXT	130149	729 CSXT	130476
104 CSXT	129815	417 CSXT	130150	730 CSXT	130477
105 CSXT	129816	418 CSXT	130151	731 CSXT	130478
106 CSXT	129817	419 CSXT	130152	732 CSXT	130479
107 CSXT	129818	420 CSXT	130153	733 CSXT	130480
108 CSXT	129819	421 CSXT	130154	734 CSXT	130481
109 CSXT	129820	422 CSXT	130155	735 CSXT	130482
110 CSXT	129821	423 CSXT	130156	736 CSXT	130483
111 CSXT	129822	424 CSXT	130157	737 CSXT	130484
112 CSXT	129824	425 CSXT	130158	738 CSXT	130485
113 CSXT	129825	426 CSXT	130159	739 CSXT	130486
114 CSXT	129826	427 CSXT	130160	740 CSXT	130487
115 CSXT	129827	428 CSXT	130162	741 CSXT	130488
116 CSXT	129828	429 CSXT	130163	742 CSXT	130489
117 CSXT	129829	430 CSXT	130164	743 CSXT	130490
118 CSXT	129830	431 CSXT	130165	744 CSXT	130491

119 CSXT	129831	432 CSXT	130166	745 CSXT	130492
120 CSXT	129832	433 CSXT	130167	746 CSXT	130493
121 CSXT	129833	434 CSXT	130168	747 CSXT	130494
122 CSXT	129834	435 CSXT	130169	748 CSXT	130495
123 CSXT	129835	436 CSXT	130170	749 CSXT	130497
124 CSXT	129836	437 CSXT	130171	750 CSXT	130498
125 CSXT	129837	438 CSXT	130172	751 CSXT	130499
126 CSXT	129838	439 CSXT	130173	752 CSXT	130500
127 CSXT	129839	440 CSXT	130174	753 CSXT	130501
128 CSXT	129840	441 CSXT	130175	754 CSXT	130502
129 CSXT	129841	442 CSXT	130176	755 CSXT	130503
130 CSXT	129842	443 CSXT	130177	756 CSXT	130505
131 CSXT	129843	444 CSXT	130178	757 CSXT	130507
132 CSXT	129844	445 CSXT	130179	758 CSXT	130508
133 CSXT	129845	446 CSXT	130180	759 CSXT	130509
134 CSXT	129846	447 CSXT	130181	760 CSXT	130510
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140 CSXT	129852	453 CSXT	130187	766 CSXT	130516
141 CSXT	129853	454 CSXT	130188	767 CSXT	130517
142 CSXT	129854	455 CSXT	130189	768 CSXT	130518
143 CSXT	129855	456 CSXT	130191	769 CSXT	130519
144 CSXT	129856	457 CSXT	130192	770 CSXT	130520
145 CSXT	129857	458 CSXT	130193	771 CSXT	130522
146 CSXT	129858	459 CSXT	130194	772 CSXT	130523
147 CSXT	129859	460 CSXT	130195	773 CSXT	130524
148 CSXT	129860	461 CSXT	130196	774 CSXT	130525
149 CSXT	129861	462 CSXT	130197	775 CSXT	130526
150 CSXT	129862	463 CSXT	130198	776 CSXT	130527
151 CSXT	129864	464 CSXT	130199	777 CSXT	130528
152 CSXT	129865	465 CSXT	130200	778 CSXT	130529
153 CSXT	129866	466 CSXT	130201	779 CSXT	130530
154 CSXT	129867	467 CSXT	130202	780 CSXT	130531
155 CSXT	129868	468 CSXT	130203	781 CSXT	130532
156 CSXT	129869	469 CSXT	130204	782 CSXT	130533
157 CSXT	129870	470 CSXT	130205	783 CSXT	130534
158 CSXT	129871	471 CSXT	130206	784 CSXT	130535
159 CSXT	129872	472 CSXT	130207	785 CSXT	130536
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161 CSXT	129874	474 CSXT	130209	787 CSXT	130538
162 CSXT	129875	475 CSXT	130210	788 CSXT	130539
163 CSXT	129876	476 CSXT	130211	789 CSXT	130540
164 CSXT	129878	477 CSXT	130212	790 CSXT	130541
165 CSXT	129879	478 CSXT	130214	791 CSXT	130542
166 CSXT	129880	479 CSXT	130215	792 CSXT	130543
167 CSXT	129881	480 CSXT	130216	793 CSXT	130544
168 CSXT	129882	481 CSXT	130217	794 CSXT	130545
169 CSXT	129883	482 CSXT	130218	795 CSXT	130546
170 CSXT	129884	483 CSXT	130219	796 CSXT	130547
171 CSXT	129885	484 CSXT	130221	797 CSXT	130548
172 CSXT	129886	485 CSXT	130222	798 CSXT	130549
173 CSXT	129887	486 CSXT	130223	799 CSXT	130550
174 CSXT	129888	487 CSXT	130223	800 CSXT	130551
175 CSXT	129889	488 CSXT	130224	801 CSXT	130552
176 CSXT	129891	489 CSXT	130225	802 CSXT	130553
177 CSXT	129892	490 CSXT	130226	803 CSXT	130554
178 CSXT	129893	491 CSXT	130228	804 CSXT	130555

CS

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in Cont

179 CSXT 129894	492 CSXT 130229	805 CSXT 130556
180 CSXT 129895	493 CSXT 130230	806 CSXT 130557
181 CSXT 129896	494 CSXT 130231	807 CSXT 130559
182 CSXT 129897	495 CSXT 130232	808 CSXT 130560
183 CSXT 129898	496 CSXT 130233	809 CSXT 130562
184 CSXT 129899	497 CSXT 130234	810 CSXT 130563
185 CSXT 129900	498 CSXT 130235	811 CSXT 130564
186 CSXT 129901	499 CSXT 130236	812 CSXT 130565
187 CSXT 129903	500 CSXT 130237	813 CSXT 130566
188 CSXT 129905	501 CSXT 130238	814 CSXT 130567
189 CSXT 129906	502 CSXT 130240	815 CSXT 130568
190 CSXT 129907 <i>cas</i>	503 CSXT 130241	816 CSXT 130569
191 CSXT 129908	504 CSXT 130242	817 CSXT 130570
192 CSXT 129909	505 CSXT 130243	818 CSXT 130571
193 CSXT 129911 <i>cas</i>	506 CSXT 130244	819 CSXT 130572
194 CSXT 129912	507 CSXT 130246	820 CSXT 130573
195 CSXT 129913	508 CSXT 130247	821 CSXT 130574
196 CSXT 129914	509 CSXT 130248	822 CSXT 130575
197 CSXT 129915	510 CSXT 130249	823 CSXT 130576
198 CSXT 129916	511 CSXT 130250	824 CSXT 130577
199 CSXT 129917	512 CSXT 130251	825 CSXT 130578
200 CSXT 129918	513 CSXT 130252	826 CSXT 130579
201 CSXT 129920	514 CSXT 130253	827 CSXT 130580
202 CSXT 129921	515 CSXT 130254	828 CSXT 130581
203 CSXT 129922	516 CSXT 130255	829 CSXT 130582 <i>cas</i>
204 CSXT 129923	517 CSXT 130256	830 CSXT 130583
205 CSXT 129924	518 CSXT 130257	831 CSXT 130584
206 CSXT 129925	519 CSXT 130258	832 CSXT 130585
207 CSXT 129927	520 CSXT 130259	833 CSXT 130586
208 CSXT 129928	521 CSXT 130260	834 CSXT 130587
209 CSXT 129929	522 CSXT 130261	835 CSXT 130588
210 CSXT 129930	523 CSXT 130262	836 CSXT 130589
211 CSXT 129931	524 CSXT 130263	837 CSXT 130591
212 CSXT 129933	525 CSXT 130264	838 CSXT 130592
213 CSXT 129934	526 CSXT 130265	839 CSXT 130593
214 CSXT 129935	527 CSXT 130266	840 CSXT 130594
215 CSXT 129936	528 CSXT 130267	841 CSXT 130595
216 CSXT 129938	529 CSXT 130268	842 CSXT 130597
217 CSXT 129939	530 CSXT 130269	843 CSXT 130598
218 CSXT 129941	531 CSXT 130270	844 CSXT 130599
219 CSXT 129942	532 CSXT 130271	845 CSXT 130600
220 CSXT 129943	533 CSXT 130272	846 CSXT 130601
221 CSXT 129944	534 CSXT 130273	847 CSXT 130602
222 CSXT 129945	535 CSXT 130274	848 CSXT 130603
223 CSXT 129946	536 CSXT 130275	849 CSXT 130604
224 CSXT 129947	537 CSXT 130276	850 CSXT 130605
225 CSXT 129948	538 CSXT 130277	851 CSXT 130606
226 CSXT 129950	539 CSXT 130278	852 CSXT 130607
227 CSXT 129951	540 CSXT 130279	853 CSXT 130608
228 CSXT 129952	541 CSXT 130280	854 CSXT 130609
229 CSXT 129953	542 CSXT 130281	855 CSXT 130610
230 CSXT 129954	543 CSXT 130282	856 CSXT 130611
231 CSXT 129955	544 CSXT 130283	857 CSXT 130612
232 CSXT 129956	545 CSXT 130284	858 CSXT 130613
233 CSXT 129957	546 CSXT 130285	859 CSXT 130614
234 CSXT 129958	547 CSXT 130286	860 CSXT 130615
235 CSXT 129960	548 CSXT 130287	861 CSXT 130616
236 CSXT 129961	549 CSXT 130288	862 CSXT 130618
237 CSXT 129962	550 CSXT 130289 <i>cas</i>	863 CSXT 130619
238 CSXT 129963	551 CSXT 130290	864 CSXT 130620

239 CSXT 129964
 240 CSXT 129965
 241 CSXT 129966
 242 CSXT 129967
 243 CSXT 129968
 244 CSXT 129969
 245 CSXT 129970
 246 CSXT 129971
 247 CSXT 129972
 248 CSXT 129973
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 251 CSXT 129976
 252 ~~CSXT 129977~~ *cas*
 253 CSXT 129978
 254 CSXT 129979
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 258 CSXT 129983
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 263 CSXT 129988
 264 ~~CSXT 129989~~ *cas*
 265 CSXT 129990
 266 CSXT 129991
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 268 CSXT 129993
 269 CSXT 129994
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 271 CSXT 129996
 272 CSXT 129997
 273 CSXT 129998
 274 CSXT 129999
 275 CSXT 130000
 276 CSXT 130001
 277 CSXT 130002
 278 CSXT 130003
 279 CSXT 130004
 280 CSXT 130005
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 287 CSXT 130013
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 601 CSXT 130341
 602 ~~CSXT 130342~~ *nc*
 603 ~~CSXT 130343~~ *cas*
 604 CSXT 130344
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 609 CSXT 130350
 610 CSXT 130351
 611 CSXT 130352

865 CSXT 130621
 866 CSXT 130622
 867 CSXT 130623
 868 CSXT 130624
 869 CSXT 130625
 870 CSXT 130626
 871 CSXT 130628
 872 CSXT 130629
 873 CSXT 130630
 874 CSXT 130631
 875 ~~CSXT 130632~~ *cas*
 876 CSXT 130633
 877 CSXT 130634
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 889 CSXT 130647
 890 ~~CSXT 130648~~ *cas*
 891 CSXT 130649
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 897 CSXT 130656
 898 CSXT 130657
 899 ~~CSXT 130658~~ *cas*
 900 CSXT 130659
 901 CSXT 130660
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 905 CSXT 130664
 906 CSXT 130665
 907 CSXT 130666
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 911 CSXT 130671
 912 CSXT 130672
 913 CSXT 130674
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312 CSXT 130040
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936 CSXT 130697
937 CSXT 130698
938 CSXT 130699

LEASE SCHEDULE

Exhibit A

Master Equipment
Lease Agreement No. 0051367

Recordation Number 15616

Master Equipment
Lease Agreement Date: MAY 2, 1988

Lease Schedule No.: 801

Outside Commitment
Date: _____

Lease Schedule Date: MAY 2, 1988

ITC Retained by Lessor: Yes ___ No X
7 year class recovery property

Between **PITNEY BOWES CREDIT CORPORATION** (Lessor) and **SOLTEX POLYMER CORPORATION** (Lessee).

1. Equipment Description

Quantity	Item	Manufacturer, Model and Serial Number
32	Covered Railroad Hopper Cars	Thrall, ELTX, Nos. 1500 through and including 1531 together with all accessories, attachments, substitutions and accessions.

2. Equipment Location

The above Equipment is to be delivered to Lessee's premises at Deer Park, Texas.

3. Billing Address

Soltex Polymer Corporation, 3333 Richmond Avenue, Houston, Texas 77098. Attn: Accounts Payable.

4. Original Rental Term

181 Months. Payable Monthly in arrears.

5. Aggregate Rental for Original Rental Term

\$2,705,898.60 payable as follows: The first payment at a monthly Rental Payment of \$0.00 followed by Ninety (90) payments at a monthly Rental Payment of \$13,529.50 followed by Ninety (90) payments at a monthly Rental Payment of \$16,536.04.

This first Rental Payment of \$0.00 is due on June 30, 1988.

- 6. **Renewal Option** Yes. Fair Market Value
- 7. **Purchase Option** Yes. Fair Market Value
- 8. **Acquisition Cost** \$1,582,775.04
- 9. **Lease Rate Factors** 1 - 0.00
 2-91 - 0.854796%
 92-181 - 1.044750%

10. THIS SCHEDULE AND ITS TERMS AND CONDITIONS ARE HEREBY INCORPORATED BY REFERENCE IN THE ABOVE MASTER EQUIPMENT LEASE AGREEMENT. LESSEE PERMITS LESSOR TO INSERT MODEL AND SERIAL NUMBERS OF EQUIPMENT WHEN DETERMINED BY LESSOR.

Accepted by:

PITNEY BOWES CREDIT CORPORATION
 (Lessor)

Name: *[Signature]*
 Title: *RVP*
 Date: *MAY 2 1998*

SOLTEX POLYMER CORPORATION
 (Lessee)

Name: *[Signature]*
 Title: *VICE PRESIDENT*
 Date: *MAY 2 1998*

LEASE SCHEDULE

Master Equipment

Lease Agreement No. 0051367

Account Billing No. 0051433-833-864.

Master Equipment

Lease Agreement Date: MAY 2, 1988

Lessee Purchase

Order No.: _____.

Lease Schedule No.: 802

Outside Commitment

Date: _____.

Lease Schedule Date: MAY 2, 1988

ITC Retained by Lessor: Yes ___ No X
7 year class recovery property

Between **PITNEY BOWES CREDIT CORPORATION** (Lessor) and **SOLTEX POLYMER CORPORATION** (Lessee).

1. Equipment Description

Quantity	Item	Manufacturer, Model and Serial Number
32	Covered Railroad Hopper Cars	Thrall, ELTX, Nos. <u>1532</u> through and including <u>1563</u> together with all accessories, attachments, substitutions and accessions.

2. Equipment Location

The above Equipment is to be delivered to Lessee's premises at Deer Park, Texas.

3. Billing Address

Soltex Polymer Corporation, 3333 Richmond Avenue, Houston, Texas 77098. Attn: Accounts Payable.

4. Original Rental Term

181 Months. Payable Monthly in arrears.

5. Aggregate Rental for Original Rental Term

^{90, 70}
\$2,705,898.60 payable as follows: The first payment at a monthly Rental Payment of \$0.00 followed by Ninety (90) payments at a monthly Rental Payment of \$13,529.50 followed by Ninety (90) payments at a monthly Rental Payment of \$16,536.04. }
3

This first Rental Payment of \$0.00 is due on June 30, 1988.

LEASE SCHEDULE

Master Equipment

Lease Agreement No. 0051367

Account Billing No. 0051433-865-885 .

Master Equipment

Lease Agreement Date: May 2, 1988

Lessee Purchase

Order No.: _____ .

Lease Schedule No.: 803

Outside Commitment

Date: _____ .

Lease Schedule Date: May 2, 1988

ITC Retained by Lessor: Yes No
 7 year class recovery property

Between **PITNEY BOWES CREDIT CORPORATION** (Lessor) and **SOLTEX POLYMER CORPORATION** (Lessee).

1. Equipment Description

Quantity	Item	Manufacturer, Model and Serial Number
21	Covered Railroad Hopper Cars	Thrall, ELTX, Nos. <u>1564</u> through and including <u>1584</u> together with all accessories, attachments, substitutions and accessions.

2. Equipment Location

The above Equipment is to be delivered to Lessee's premises at Deer Park, Texas.

3. Billing Address

Soltex Polymer Corporation, 3333 Richmond Avenue, Houston, Texas 77098. Attn: Accounts Payable.

4. Original Rental Term

181 Months. Payable Monthly in arrears.

5. Aggregate Rental for Original Rental Term

\$1,775,745.90 payable as follows: The first payment at a monthly Rental Payment of \$0.00 followed by Ninety (90) payments at a monthly Rental Payment of \$8,878.73 followed by Ninety (90) payments at a monthly Rental Payment of \$10,851.78.

This first Rental Payment of \$0.00 is due on June 30, 1988.

- 6. **Renewal Option** Yes. Fair Market Value
- 7. **Purchase Option** Yes. Fair Market Value
- 8. **Acquisition Cost** \$1,038,696.12
- 9. **Lease Rate Factors** 1 - 0.00
 2-91 - 0.854796%
 92-181 - 1.044750%

10. THIS SCHEDULE AND ITS TERMS AND CONDITIONS ARE HEREBY INCORPORATED BY REFERENCE IN THE ABOVE MASTER EQUIPMENT LEASE AGREEMENT. LESSEE PERMITS LESSOR TO INSERT MODEL AND SERIAL NUMBERS OF EQUIPMENT WHEN DETERMINED BY LESSOR.

Accepted by:

PITNEY BOWES CREDIT CORPORATION
 (Lessor)

Name: *[Signature]*
 Title: *RVP*
 Date: *May 2, 1988*

SOLTEX POLYMER CORPORATION
 (Lessee)

Name: *[Signature]* *(EB)*
 Title: *V.P.C. President*
 Date: *May 2, 1988*



PBCC

Pitney Bowes Credit Corporation

SCHEDULE 'A'
Equipment List

Lease Schedule no. 0045302-801

This schedule is attached to and made a part of the Equipment Schedule No. 801 dated March 28, 1988 to Lease Agreement dated March 11, 1988, between Lessor, Pitney Bowes Credit Corporation and the undersigned Lessee.

Quantity	Description of Equipment	Serial No.
Four (4)	23,834 Gallon Shell Capacity 108" I.D. DOT 111A60ALWL Aluminum Railroad Tank Cars B.D. 52-238-5	Serial Numbers: T458602
	Car Registration Numbers: DBCX 457	T458603
	DBCX 458	T458605
	DBCX 460	T458606
	DBCX 461	

This schedule is hereby verified correct and undersigned acknowledges receipt of a copy.

LESSOR: PITNEY BOWES CREDIT CORPORATION

LESSEE: BASF CORPORATION

Dated this 28th day of March 19 88

By L. D. Osmanski

Title L. D. OSMANSKI
Vice President

By Charles L. Truett

Title Assistant Treasurer



Pitney Bowes Credit Corporation

SCHEDULE 'A' Equipment List

Lease schedule no. 0045302-802

This schedule is attached to and made a part of the Lease Agreement dated May 20, 1988,
1988, between Lessor, Pitney Bowes Credit Corporation and the undersigned Lessee.

Quantity	Description of Equipment	Serial No.
Seven (7)	23,834 Gallon shell Capacity 108" I.D. DOT 111A60ALW1 Aluminum Railroad Tank Cars B.D. 52-238-5	
	<u>Car No.</u>	<u>Reference No.</u>
	DBCX459	T458604 ✓
	DBCX462	T458607
	DBCX463	T458608
	DBCX464	T458609
	DBCX467	T458612
	DBCX469	T458614
	DBCX471	T458616

This schedule is hereby verified correct and undersigned acknowledges receipt of a copy.

LESSOR PITNEY BOWES CREDIT CORPORATION

LESSEE BASF CORPORATION

Dated this 20 day of May 1988

By L. D. Osmanski

By x Cheryl L. Truett *com*

Title L. D. OSMANSKI
Vice President
rations

Title x Assistant Treasurer



PBCC

Pitney Bowes Credit Corporation

EQUIPMENT

~~LEASE~~ SCHEDULE

Master Equipment Lease Agreement No.: 0045302

Account Billing No.: _____

Master Equipment Lease Agreement Date: March 11, 1988

Lessee Purchase Order No.: _____

Lease Schedule No.: 803

Outside Commitment Date: _____

Lease Schedule Date: 8-8-88

ITC Retained by Lessor: Yes _____ No X
Seven (7) year class recovery property

Between PITNEY BOWES CREDIT CORPORATION (Lessor) and BASF CORPORATION (Lessee).

1. **Equipment Description** **Manufacturer Model & Serial Number**
Quantity Item
See Schedule 'A' attached hereto and made a part hereof.
2. **Equipment Location**
The above Equipment is to be located and delivered to Lessee's premises at
602 Copper Road, Freeport, TX 77541
3. **Billing Address**
100 Cherry Hill Road, Parsippany, NJ 07054, Attn: Manager, Rail & Marine Operations
4. **Original Rental Term**
Two Hundred Months. Payable Quarterly in Arrears
Forty (240)
5. **Aggregate Rental for Original Rental Term**
\$1,904,241.48 payable as follows: ** 1-28 @ \$21,864.48
Rental Payment of 29-40 @ \$21,223.47
 41-80 @ \$25,933.86, plus interim rent, plus applicable Sales/Use Tax.
The first Rental Payment of , plus applicable Sales/Use Tax is due on
 . ** Payments subject to terms and conditions of Schedule "B"
Variable Rate Addendum to Master Equipment Lease Agreement
6. **Number and Amount of Advance Rental Payments**
Number: N/A Amount: N/A
7. **Renewal Option** Fair Market Value
8. **Purchase Option** Fair Market Value
- 8 a. **Economic Termination Values:** See Schedule "C" attached hereto and made a part hereof.
9. **THIS SCHEDULE AND ITS TERMS AND CONDITIONS ARE HEREBY INCORPORATED BY REFERENCE IN THE ABOVE MASTER EQUIPMENT LEASE AGREEMENT. LESSEE PERMITS LESSOR TO INSERT MODEL AND SERIAL NUMBERS OF EQUIPMENT WHEN DETERMINED BY LESSOR.**
10. **Stipulated Loss Values:** See Schedule "B" attached hereto and made a part hereof.

Accepted by:

PITNEY BOWES CREDIT CORPORATION (Lessor)

BASF CORPORATION (Lessee)

Name: *W. Tomaszewski* USZEWENSKI
Title: Vice President
Date: 8/8/88 Operations

Name: *Charles L. Fretz*
Title: Assistant Treasurer com
Date: 8/8/88



Pitney Bowes Credit Corporation

SCHEDULE 'A' Equipment List

Lease schedule no. 0045302-803

This schedule is attached to and made a part of the Lease Agreement dated 8-8,
1988, between Lessor, Pitney Bowes Credit Corporation and the undersigned Lessee.

Quantity	Description of Equipment	Serial No.
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Nine (9)

23,834 Gallon shell Capacity 108" I.D. DOT 111A60ALW1
Aluminum Railroad Tank Cars B.D. 52-238-5

Car No.

Reference No. ✓

DBCX472
 DBCX474
 DBCX475
 DBCX476
 DBCX477
 DBCX478
 DBCX479
 DBCX480
 DBCX481

T458617
 T458619
 T458620
 T458621
 T458622
 T458623
 T458624
 T458625
 T458626

This schedule is hereby verified correct and undersigned acknowledges receipt of a copy.

LESSOR PITNEY BOWES CREDIT CORPORATION

LESSEE BASF CORPORATION

Dated this 8th day of August 19 88

By *L. D. Osmanski*

By *Clark L. Truett* cm

Title Vice President Operations

Title Assistant Treasurer

SCHEDULE 'A'
Equipment List

Lease schedule no. 0045302-804

This schedule is attached to and made a part of the Lease Agreement dated March 11,
1988, between Lessor, Pitney Bowes Credit Corporation and the undersigned Lessee.

Quantity	Description of Equipment	Serial No.
Ten (10)	23,834 Gallon shell Capacity 108" I.D. DOT 111A60ALW1 Aluminum Railroad Tank Cars B.D. 52-238-5	
	<u>Car No.</u>	<u>Reference No.</u> ✓
	DBCX465	T458610
	DBCX466	T458611
	DBCX468	T458613
	DBCX470	T458615
	DBCX473	T458618
	DBCX482	T458627
	DBCX483	T458628
	DBCX484	T458629
	DBCX485	T458630
	DBCX486	T458631

This schedule is hereby verified correct and undersigned acknowledges receipt of a copy.

LESSOR PITNEY BOWES CREDIT CORPORATION

LESSEE BASF CORPORATION

Dated this 29 day of Sept 1988

Charles L. Truett

By *L. D. Osmanski*

By Charles L. Truett

Title L. D. OSMANSKI
Vice President
Operations

Title Assistant Treasurer



PBCC

Pitney Bowes Credit Corporation

LEASE SCHEDULE

Master Equipment
Lease Agreement No.: 0045302

Exhibit A

Master Equipment
Lease Agreement Date: March 11, 1988

Recordation Number 15620-C

Lease Schedule No.: 805

Lease Schedule Date: April 2, 1990 seven (7) year class recovery property between PITNEY

BOWES CREDIT CORPORATION (Lessor) and BASF Corporation

(Lessee).

1. Equipment Description Manufacturer Model & Serial Number

See Schedule "A" attached hereto and made a part hereof.

2. Equipment Location

The above Equipment is to be located and delivered to Lessee's premises at

River Road, Geismar, LA 70734

3. Billing Address

100 Cherry Hill Road, Parsippany, NJ 07054

4. Original Rental Term

180 Months. Payable Quarterly in Arrears.

5. Aggregate Rental for Original Rental Term

\$1,023,613.80 payable as follows: 1 - 30 @ \$15,354.20

Rental Payment of 31 - 60 @ \$18,766.26 plus interim rent. plus applicable Sales/Use Tax.

The first Rental Payment of \$15,354.20 plus applicable Sales/Use Tax is due on 7.30.90.

6. Number and Amount of Advance Rental Payments

Number: N/A Amount: N/A

7. Renewal Option Five years at 55% of the average of the rent during the original term.

8. Purchase Option Fair Market Value (FMV)

8.a. Economic Termination Values: See Schedule "C" attached hereto and made a part hereof

9. THIS SCHEDULE AND ITS TERMS AND CONDITIONS ARE HEREBY INCORPORATED BY REFERENCE IN THE ABOVE MASTER EQUIPMENT LEASE AGREEMENT. LESSEE PERMITS LESSOR TO INSERT MODEL AND SERIAL NUMBERS OF EQUIPMENT WHEN DETERMINED BY LESSOR. LESSEE REPRESENTS AND WARRANTS THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN ITS BUSINESS OR FINANCIAL CONDITION SINCE THE DATE SET FORTH IN SECTION 2 OF THE LEASE.

10. Stipulated Loss Values: See Schedule "B" attached hereto and made a part hereof.

PITNEY BOWES CREDIT CORPORATION (Lessor)

BASF Corporation (Lessee)

Name: John A. Vallis

Name: X [Signature]

Title: Region Credit Manager

Title: X Assistant Treasurer *cim*

Date: April 2, 1990

Date: X April 2, 1990



PBCC

Pitney Bowes Credit Corporation

**SCHEDULE A
Equipment List**

This schedule is attached to and made a part of Lease Schedule 805 dated as of April 2, 1990 to Master Equipment Lease Agreement No. 0045302 dated as of March 11, 1988 between Pitney Bowes Credit Corporation as Lessor and the undersigned Lessee.

<u>Quantity</u>	<u>Equipment Description</u>	<u>Serial No.</u>
13	20,000 Gallons Insulated, Exterior Coiled Rail Tank Cars 111A100W3	
	DBCX 803 ✓	
	DBCX 804	
	DBCX 805	
	DBCX 807	
	DBCX 813	
	DBCX 815	
	DBCX 818	
	DBCX 827	
	DBCX 829	
	DBCX 831	
	DBCX 833	
	DBCX 834	
	DBCX 846	

Plus all attachments and accessories.

This schedule is hereby verified correct and undersigned acknowledges receipt of a copy.

LESSOR:

PITNEY BOWES CREDIT CORPORATION

By: John A. Vallis

Printed Name: John A. Vallis

Title: Region Credit Manager

LESSEE:

BASF Corporation

By: X Richard F. Schmidt CSM

Printed Name: X Richard F. Schmidt

Title: X Assistant Treasurer



PBCC

Pitney Bowes Credit Corporation

LEASE SCHEDULE

Master Equipment
Lease Agreement No.: 0045302

Exhibit A

Master Equipment
Lease Agreement Date: March 11, 1988

Recordation Number 15620-D

Lease Schedule No.: 806

Lease Schedule Date: April 2, 1990

BOWES CREDIT CORPORATION (Lessor) and BASF Corporation

(Lessee).

1. Equipment Description Manufacturer Model & Serial Number

See Schedule "A" attached hereto and made a part hereof.

2. Equipment Location

The above Equipment is to be located and delivered to Lessee's premises at

River Road, Geismar, LA 70734

3. Billing Address

100 Cherry Hill Road, Parsippany, NJ 07054

4. Original Rental Term

180 Months. Payable Quarterly in Arrears

5. Aggregate Rental for Original Rental Term

\$4,100,046.30 payable as follows: 1 - 30 @ \$61,500.78

Rental Payment of 31 - 60 @ \$75,167.43, plus interim rent, plus applicable Sales/Use Tax.

The first Rental Payment of \$61,500.78, plus applicable Sales/Use Tax is due on 9.30.90

6. Number and Amount of Advance Rental Payments

Number: N/A Amount: N/A

7. Renewal Option Five years at 55% of the average of the rent during the original term.

8. Purchase Option Fair Market Value (FMV)

8.a. Economic Termination Values: See Schedule "C" attached hereto and made a part hereof

9. THIS SCHEDULE AND ITS TERMS AND CONDITIONS ARE HEREBY INCORPORATED BY REFERENCE IN THE ABOVE MASTER EQUIPMENT LEASE AGREEMENT. LESSEE PERMITS LESSOR TO INSERT MODEL AND SERIAL NUMBERS OF EQUIPMENT WHEN DETERMINED BY LESSOR. LESSEE REPRESENTS AND WARRANTS THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN ITS BUSINESS OR FINANCIAL CONDITION SINCE THE DATE SET FORTH IN SECTION 2 OF THE LEASE.

10. Stipulated Loss Values: See Schedule "B" attached hereto and made a part hereof.

PITNEY BOWES CREDIT CORPORATION (Lessor)

BASF Corporation (Lessee)

Name: John A. Vallis

Name: [Signature]

Title: Region Credit Manager

Title: Assistant Treasurer

Date: April 2, 1990

Date: April 2, 1990



PBCC

Pitney Bowes Credit Corporation

**SCHEDULE A
Equipment List**

This schedule is attached to and made a part of Lease Schedule 806 dated as of April 2, 1988 to Master Equipment Lease Agreement No. 0045302 dated as of March 11, 1988 between Pitney Bowes Credit Corporation as Lessor and the undersigned Lessee.

Quantity	Equipment Description	Serial No.
52	20,000 Gallons Insulated, Exterior Coiled Rail Tank Cars 111A100W3	
DBCX 800	DBCX 832	DBCX 854
DBCX 801	DBCX 837	DBCX 855
DBCX 802	DBCX 838	DBCX 857
DBCX 806	DBCX 839	DBCX 858
DBCX 812	DBCX 840	DBCX 861
DBCX 814	DBCX 841	DBCX 864
DBCX 819	DBCX 842	DBCX 865
DBCX 820	DBCX 843	DBCX 868
DBCX 821	DBCX 845	DBCX 869
DBCX 823	DBCX 849	DBCX 870
DBCX 824	DBCX 850	DBCX 872
DBCX 826	DBCX 851	DBCX 873
DBCX 830	DBCX 853	DBCX 874
		DBCX 875 ✓
		DBCX 876
		DBCX 877
		DBCX 880
		DBCX 881
		DBCX 883
		DBCX 887
		DBCX 811
		DBCX 817
		DBCX 822
		DBCX 835
		DBCX 836
		DBCX 847

Plus all attachments and accessories.

This schedule is hereby verified correct and undersigned acknowledges receipt of a copy.

LESSOR:

LESSEE:

PITNEY BOWES CREDIT CORPORATION

BASF Corporation

By: John A. Vallis

By: X Richard F. Schmidt

Printed Name: John A. Vallis

Printed Name: X Richard F. Schmidt

Title: Region Credit Manager

Title: X Assistant Treasurer



PBCC

Pitney Bowes Credit Corporation

LEASE SCHEDULE

Master Equipment Lease Agreement No.: 0045302

Exhibit A

Master Equipment Lease Agreement Date: March 11, 1988

Recordation Number 15620-E

Lease Schedule No.: 807

Lease Schedule Date: May 21, 1990

BOWES CREDIT CORPORATION (Lessor) and BASF Corporation

(Lessee).

1. Equipment Description Manufacturer Model & Serial Number
See Schedule "A" attached hereto and made a part hereof.

2. Equipment Location
The above Equipment is to be located and delivered to Lessee's premises at
River Road, Geismar, LA 70734

3. Billing Address
100 Cherry Hill Road, Parsippany, NJ 07054

4. Original Rental Term
180 Months. Payable Quarterly in Arrears.

5. Aggregate Rental for Original Rental Term
\$2,611,954.50 payable as follows: 1-30 @ \$39,179.37 ✓
Rental Payment of 31-60 @ \$47,885.78, plus interim rent, plus applicable Sales/Use Tax.
The first Rental Payment of \$39,179.37, plus applicable Sales/Use Tax is due
on 9.30.90.

6. Number and Amount of Advance Rental Payments
Number: N/A Amount: N/A

7. Renewal Option Five years at 55% of the average of the rent during the original term.

8. Purchase Option Fair Market Value (FMV)

8.a. Economic Termination Values: See Schedule "C" attached hereto and made a part hereof.

9. THIS SCHEDULE AND ITS TERMS AND CONDITIONS ARE HEREBY INCORPORATED BY REFERENCE IN THE ABOVE MASTER EQUIPMENT LEASE AGREEMENT. LESSEE PERMITS LESSOR TO INSERT MODEL AND SERIAL NUMBERS OF EQUIPMENT WHEN DETERMINED BY LESSOR. LESSEE REPRESENTS AND WARRANTS THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN ITS BUSINESS OR FINANCIAL CONDITION SINCE THE DATE SET FORTH IN SECTION 2 OF THE LEASE.

10. Stipulated Loss Values: See Schedule "B" attached hereto and made a part hereof.

Accepted by: PITNEY BOWES CREDIT CORPORATION (Lessor)

BASF Corporation (Lessee)

Name: John A. Vallis

Name: [Signature]

Title: Region Credit Manager

Title: X Assistant Treasurer

Date: 5/21/90

Date: X May 21, 1990



PBCC

Pitney Bowes Credit Corporation

Page 1 of 1

**SCHEDULE A
Equipment List**

This schedule is attached to and made a part of Lease Schedule 807 dated as of May 21, 1990 to Master Equipment Lease Agreement No. 0045302 dated as of March 11, 1988 between Pitney Bowes Credit Corporation as Lessor and the undersigned Lessee.

Quantity	Equipment Description			Serial No.
33	20,000 Gallons Insulated, Exterior Coiled Rail Tank Cars 111A100W3			
	DBCX 808	DBCX 852	DBCX 871	DBCX 891
	DBCX 809	DBCX 856	DBCX 878	DBCX 892
	DBCX 810	DBCX 859	DBCX 879	DBCX 893
	DBCX 816	DBCX 860	DBCX 882	DBCX 894
	DBCX 825	DBCX 862	DBCX 884	DBCX 895
	DBCX 828	DBCX 863	DBCX 888	DBCX 896
	DBCX 844	DBCX 866	DBCX 889	DBCX 897
	DBCX 848	DBCX 867	DBCX 890	DBCX 885
				DBCX 886

Plus all attachments and accessories.

This schedule is hereby verified correct and undersigned acknowledges receipt of a copy.

LESSOR:

LESSEE:

PITNEY BOWES CREDIT CORPORATION

BASF Corporation

By:

By:

Printed Name: John A. Vallis

Printed Name: Richard F. Schmidt

Title: Region Credit Manager

Title: Assistant Treasurer

MSTRSCHA

Master Equipment
Lease Agreement No.: 0045302

Exhibit A

Master Equipment
Lease Agreement Date: March 11, 1988

Recordation Number 15620-F

Lease Schedule No: 808

Lease Schedule Date: May 6, 1992 Seven (7) year class recovery property

Between PITNEY BOWES CREDIT CORPORATION (Lessor) and BASF Corporation
(Lessee).

1. Equipment Description Manufacturer Model & Serial Number

See Schedule 'A' attached hereto and made a part herof.

2. Equipment Location

The above Equipment is to be located and delivered to Lessee's premises
at: 10 @ River Road, Geismar, LA 70734;
10 @ 602 Copper Road, Freeport, TX 77541

3. Billing Address

100 Cherry Hill Road, Parsippany, NJ 07054

4. Original Rental Term

180 Months. Payable Quarterly in Arrears.

5. Aggregate Rental for Original Rental Term

\$2,206,467.90 payable as follows:
Rental Payment of 1-30 @ \$30,406.05, 31-60 @ \$37,142.88, plus interim
rent, plus applicable Sales/Use Tax. The first Rental Payment
of _____, plus applicable Sales/Use Tax is due
on _____.

6. Number and Amount of Advance Rental Payments

Number: N/A Amount: N/A

7. Renewal Option Five years at 55% of the average of the rent during
the original term.

8. Purchase Option Fair Market Value (FMV)

8.a Economic Termination Values: See Schedule "C" attached hereto and made
a part hereof.

SCHEDULE A
Equipment List

This schedule is attached to and made a part of Lease Schedule 808 dated as of May 6, 1992 to Master Equipment Lease Agreement No. 0045302 dated as of March 11, 1988 between Pitney Bowes Credit Corporation as Lessor and the undersigned Lessee.

Quantity	Equipment Description	Serial No.
20	23,589 Gallons Insulated, Exterior Coiled Rail Tank Cars 111A100W13	
	DBCX 900	
	DBCX 901	
	DBCX 902	
	DBCX 903	
	DBCX 904	
	DBCX 905	
	DBCX 906	
	DBCX 907	
	DBCX 908	
	DBCX 909	
	DBCX 910	
	DBCX 911	
	DBCX 912	
	DBCX 913	
	DBCX 914	
	DBCX 915	
	DBCX 916	
	DBCX 917	
	DBCX 918	
	DBCX 919	

Plus all attachments and accessories.

This schedule is hereby verified correct and undersigned acknowledges receipt of a copy.

LESSOR:

PITNEY BOWES CREDIT CORPORATION

By: John A. Vallis

Printed Name: John A. Vallis
Region Credit Manager

Title: _____

LESSEE:

BASF Corporation cm

By: [Signature]

Printed Name: Richard E. Schmidt

Title: Assistant Treasurer

Exhibit A

LEASE SCHEDULE

Recordation Number 16048

Master Equipment
Lease Agreement No. 0061366 Account Billing No. 0061366 801-875

Master Equipment Lease
Agreement Date: November 30, 1988 Lessee Purchase
Order No.: _____

Lease Schedule No.: 801 Outside Commitment
Date: December 31, 1988

Lease Schedule Date: November 30, 1988 7 year class recovery property

between PITNEY BOWES CREDIT CORPORATION (Lessor) and SOLTEX POLYMER CORPORATION (Lessee).

1. Equipment Description:

Seventy-five (75) New ACF 5800 cubic foot center flow Covered Hopper Rail Cars, Serial Nos. ELTX 1600 through and including 1674.

2. Equipment Location:

The above Equipment is to be delivered to Lessee's premises at Deerpark, Texas.

3. Billing Address:

3333 Richmond Avenue, Houston, Texas 77098, ATTN: Accounts Payable.

4. Original Rental Term:

180 Months commencing November 30, 1988.

5. Aggregate Rental for Original Rental Term:

\$6,433,908.30 payable as follows:

Payments 1-90 in the amount of \$32,169.54. The first payment is due on December 30, 1988 and will continue monthly in arrears thereafter.

Payments 91-180 in the amount of \$39,318.33. The 91st payment is due on May 30, 1996 and will continue monthly in advance thereafter.

6. Renewal Option: Fair Market Value

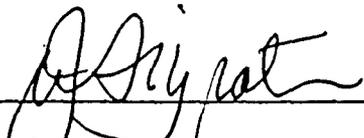
7. Purchase Option: Fair Market Value

8. Acquisition Cost: \$3,889,946.00

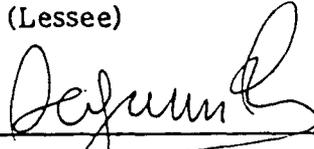
9. Lease Rate Factors: Payments 1-90: 0.826992%
Payments 91-180: 1.010768%

10. Minimum Liability Insurance Coverage to be carried by Lessee per section 12(A) of the Master Equipment Lease Agreement is \$1 million per occurrence.
11. THIS SCHEDULE AND ITS TERMS AND CONDITIONS ARE HEREBY INCORPORATED BY REFERENCE IN THE ABOVE MASTER EQUIPMENT LEASE AGREEMENT. LESSEE PERMITS LESSOR TO INSERT MODEL AND SERIAL NUMBERS OF EQUIPMENT WHEN DETERMINED BY LESSOR.

PITNEY BOWES CREDIT CORPORATION
(Lessor)

By: 
Printed Name: John K. Fitzpatrick
Title: Region Vice President

SOLTEX POLYMER CORPORATION
(Lessee)

By: 
Printed Name: Rene Degreve
Title: VICE PRESIDENT

Master Equipment
Lease Agreement No. 0054437

Exhibit A

Master Equipment
Lease Agreement Date: June 9, 1989

Recordation Number 16399

Lease Schedule No. 801

Lease Schedule Date: 6-9-89

ITC Retained by Lessor: Yes No

Seven (7) year class recovery
property

Between PITNEY BOWES CREDIT CORPORATION (Lessor) and HIMONT U.S.A., Inc.
(Lessee).

1.	Equipment Description Quantity Item	Manufacturer Model & Serial Number
----	---	------------------------------------

See Schedule "A" attached hereto and made a part hereof.

2. Equipment Location

3 Little Falls Centre, 2801 Centerville Road, Wilmington,
Delaware 19808

The above Equipment is to be located and delivered to Lessee's
premises at:

3 Little Falls Centre, 2801 Centerville road, Wilmington,
Delaware 19808

3. Billing Address

3 Little Falls Centre, 2801 Centerville Road, Wilmington,
Delaware 19808

4. Original Rental Term

144 Months. Payable Monthly in Advance

5. Aggregate Rental for Original Rental Term

~~\$2,870,959.68~~ payable as follows:

^{69,179.12}
Rental Payment of * , payable as follows:

^{17,944.51} ^{21,929.93}
* 1 through 72 at \$17,944.51 and 73 through 144 at \$21,929.93
plus interim rent, plus applicable Sales/Use Tax.

^{PPA} This first Rental Payment of \$17,944.51, plus applicable
Sales/Use Tax is due on _____.

6. Number and Amount of Advance Rental Payments:

Number: 1+0 Amount \$17,944.51

7. Renewal Option:

The lower of the Fixed Renewal Rate(s) as set forth below or Fair Market Value Renewal Rates as set forth below. The Fixed Renewal Rates are as follows. Five years at a Fixed Lease Rate Factor of 70% of the average of the initial Lease Rate Factors multiplied by the original Lessor's Cost of the Equipment; to be followed by five additional years at 49% of the average of the initial Lease Rate Factors multiplied by the original Lessor's Cost of the Equipment.

If it is determined at the initial lease expiration or after any exercised renewal period that the actual Fair Market Value Renewal Rate as determined under Section 19 of the Master Equipment Lease Agreement is lower than the above Fixed Renewal Rate(s), Lessee's option to renew will be at the Fair Market Value Renewal Rate.

8. Purchase Option:

The lower of Fair Market Value or 50% of the original cost.

9. Minimum Liability Insurance Coverage to be carried by Lessee per section 12(A) of the Master Equipment Lease Agreement is \$5 million per occurrence.

10. THIS SCHEDULE AND ITS TERMS AND CONDITIONS ARE HEREBY INCORPORATED BY REFERENCE IN THE ABOVE REFERENCED MASTER EQUIPMENT LEASE AGREEMENT. LESSEE PERMITS LESSOR TO INSERT MODEL AND SERIAL NUMBERS OF EQUIPMENT WHEN DETERMINED BY LESSOR.

Accepted By:

PITNEY BOWES CREDIT CORPORATION (Lessor)

Name: Michael J. Prigioni

Title: Region V.P.

Date: 6/9/89

HIMONT U.S.A. INC. (Lessee)

Name: W.P. [Signature]

Title: V.P. [Signature]

Date: June 9, 1989

W.P. [Signature]
DML

Schedule 'A'
Equipment List

Lease schedule no. 0054437-801

This schedule is attached to and made part of the Lease Agreement dated June 9, 1989, between Lessor, Pitney Bowes Credit Corporation and the undersigned Lessee.

<u>Quantity</u>	<u>Description of Equipment</u>
Thirty six (36)	New Union Tank Car 5700 cu. ft. covered hopper cars
<u>Registration No.</u>	<u>Steel Stamp No.</u>
HPIX 89000	4283
HPIX 89001	4284
HPIX 89002	4285
HPIX 89003	4286
HPIX 89004	4287
HPIX 89005	4288
HPIX 89006	4289
HPIX 89007	4290
HPIX 89008	4291
HPIX 89009	4292
HPIX 89010	4293
HPIX 89011	4294
HPIX 89012	4295
HPIX 89013	4296
HPIX 89014	4297
HPIX 89016	4338
HPIX 89018	4340
HPIX 89019	4341
HPIX 89020	4342
HPIX 89023	4345
HPIX 89027	4349
HPIX 89028	4350
HPIX 89032	4354
HPIX 89033	4355
HPIX 89034	4356
HPIX 89015	4337
HPIX 89017	4339
HPIX 89021	4343
HPIX 89022	4344
HPIX 89024	4346

Registration No.

Steel Stamp No.

HPIX 89025
HPIX 89026
HPIX 89029
HPIX 89030
HPIX 89031
HPIX 89035

4347
4248
4351
4352
4353
4357

Lessor:

Lessee:

Pitney Bowes Credit Corporation

HIMONT U.S.A. Inc.

BY: Michael J. Prigioni

BY: J. Patterson

TITLE: Region V.P.

TITLE: VP Corp Services of MR H. J.

DATE: 6/9/89

DATE: 6/9/89

sup *trace* *AM*

Master Equipment
Lease Agreement No. 0054437

Exhibit A

Master Equipment
Lease Agreement Date: 6/9/89

Recordation Number 16399-A

Lease Schedule No. 802

Lease Schedule Date: 6/30/89

ITC Retained by Lessor: Yes No

Seven (7) Year class recovery property

Between PITNEY BOWES CREDIT CORPORATION (Lessor) and HIMONT U.S.A., Inc.
(Lessee).

1. **Equipment Description** **Manufacturer Model & Serial Number**
Quantity Item

See Schedule 'A' attached hereto and made a part hereof.

2. **Equipment Location**

The above Equipment is to be located and delivered to Lessee's premises at:

3 Little Falls Centre, 2801 Centerville Road, Wilmington, Delaware 19808

3. **Billing Address**

3 Little Falls Centre, 2801 Centerville Road, Wilmington, Delaware 19808

4. **Original Rental Term**

144 Months. Payable Monthly in Advance

5. **Aggregate Rental for Original Rental Term**

\$3,588,698.88 payable as follows:

Rental Payment of *, payable as follows:

RMK * 1 through 72 at \$22,430.63 and 73 through 144 at \$27,412.41 plus interim rent, plus applicable Sales/Use Tax.

This first Rental Payment of \$22,430.63, plus applicable Sales/Use Tax is due on _____.

6. **Number and Amount of Advance Rental Payments:**

Number: 1+0 Amount \$22,430.63

7. **Renewal Option:** The lower of the Fixed Renewal Rate(s) as set forth below or Fair Market Value Renewal Rates as set forth below. The Fixed Renewal Rates are as follows. Five years at a Fixed Lease Rate Factor of 70% of the average of the initial Lease Rate Factors multiplied by the original Lessor's Cost of the Equipment; to be followed by five additional years at 49% of the average of the initial Lease Rate Factors multiplied by the original Lessor's Cost of the Equipment.
- If it is determined at the initial lease expiration or after any exercised renewal period that the actual Fair Market Value Renewal Rate as determined under Section 19 of the Master Equipment Lease Agreement is lower than the above Fixed Renewal Rate(s), Lessee's option to renew will be at the Fair Market Value Renewal Rate.
8. **Purchase Option:** The lower of Fair Market Value or 50% of the original cost..
9. Minimum Liability Insurance Coverage to be carried by Lessee per section 12(A) of the Master Equipment Lease Agreement is \$5 million per occurrence.
10. THIS SCHEDULE AND ITS TERMS AND CONDITIONS ARE HEREBY INCORPORATED BY REFERENCE IN THE ABOVE REFERENCED MASTER EQUIPMENT LEASE AGREEMENT. LESSEE PERMITS LESSOR TO INSERT MODEL AND SERIAL NUMBERS OF EQUIPMENT WHEN DETERMINED BY LESSOR.

Accepted By:

PITNEY BOWES CREDIT CORPORATION (Lessor)

Name: Michael J. Longini

Title: Region Vice President

Date: 6/30/89

HIMONT U.S.A. INC. (Lessee)

Name: XVP [Signature]

Title: XVP Cap Sales [Signature]

Date: 6/30/89

[Signature]
DJK

Lease schedule no.0054437-802

This schedule is attached to and made part of the Lease Agreement dated 6/30/89, between Lessor, Pitney Bowes Credit Corporation and the undersigned Lessee.

<u>Quantity</u>	<u>Description of Equipment</u>
Forty-five (45)	New 5700 cu. ft. covered hopper cars

<u>Registration No.</u>	<u>Steel Stamp No.</u>
HPIX 89036 -L S	4518
HPIX 89045 -L S	4527
HPIX 89047 -L S	4529
HPIX 89049 -L S	4531
HPIX 89037 -	4519
HPIX 89040 -L S	4522
HPIX 89041 - S	4523
HPIX 89043 -L S	4525
HPIX 89044 -L S	4526
HPIX 89046 -L S	4528
HPIX 89048 -L S	4530
HPIX 89050 -L S	4532
HPIX 89051 -L S	4533
HPIX 89052 -L S	4534
HPIX 89053 -L S	4535
HPIX 89058 -L S	4540
HPIX 89059 -L S	4541
HPIX 89060 -L S	4542
HPIX 89056 - S	4538
HPIX 89062 -L S	4544
HPIX 89057 -L S	4539
HPIX 89061 -L S	4543
HPIX 89063 -L S	4545
HPIX 89064 -L S	4546
HPIX 89065 -L S	4547
HPIX 89066 -L S	4548
HPIX 89067 -L S	4549
HPIX 89068 -L S	4550
HPIX 89069 -L S	4551
HPIX 89070 -L S	4552
HPIX 89071 -L S	4553
HPIX 89074 -L S	4556
HPIX 89075 -L S	4557
HPIX 89077 -L S	4559
HPIX 89078 -L S	4560
HPIX 89042 -L S	4524
HPIX 89054 -L S	4536
HPIX 89055 -L S	4537
HPIX 89072 -L S	4554
HPIX 89073 -L S	4555
HPIX 89076 -L S	4558
HPIX 89079 -L S	4561

Registration No.

Steel Stamp No.

HPIX 89080	-	L	S
HPIX 89081	-	L	S
HPIX 89082	-		S

4562
4563
4564

Lessor:

Lessee:

Pitney Bowes Credit Corporation

HIMONT U.S.A., Inc.

BY: Michael J. Lingani

BY: X W. Patterson

TITLE: Region Vice Pres.

TITLE: XVP Exp. Director of Mkt. Mgmt.

DATE: 6/30/89

DATE: 6/30/89

[Handwritten signature]

Master Equipment
Lease Agreement No. 0054437

Exhibit A

Master Equipment
Lease Agreement Date: June 9, 1989

Recordation Number 16399-B

Lease Schedule No. 803

Date: _____

Lease Schedule Date: 7/31/89

ITC retained by Lessor: Yes ___ No X

Seven (7) year class recovery
property

Between PITNEY BOWES CREDIT CORPORATION (Lessor) and HIMONT U.S.A., Inc.

(Lessee).

1.	Equipment Description Quantity Item	Manufacturer Model & Serial Number
----	---	------------------------------------

See Schedule "A" attached hereto and made a part hereof.

2. Equipment Location

3 Little Falls Centre, 2801 Centerville Road, Wilmington,
Delaware 19808

The above Equipment is to be located and delivered to Lessee's
premises at:

3 Little Falls Centre, 2801 Centerville road, Wilmington,
Delaware 19808

3. Billing Address

3 Little Falls Centre, 2801 Centerville Road, Wilmington,
Delaware 19808

4. Original Rental Term

144 Months. Payable Monthly in Advance

5. Aggregate Rental for Original Rental Term

\$3,340,955.52 payable as follows:

APR

Rental Payment of _____*, payable as follows:

* 1 through 72 at \$20,888.05 and 73 through 144 at \$25,514.11
plus interim rent, plus applicable Sales/Use Tax.

This first Rental Payment of \$20,888.05, plus applicable
Sales/Use Tax is due on _____.

6. Number and Amount of Advance Rental Payments:
Number: 1+0 Amount \$20,888.05

7. Renewal Option: The lower of the Fixed Renewal Rate(s) as set forth below or Fair Market Value Renewal Rates as set forth below. The Fixed Renewal Rates are as follows. Five years at a Fixed Lease Rate Factor of 70% of the average of the initial Lease Rate Factors multiplied by the original Lessor's Cost of the Equipment; to be followed by five additional years at 49% of the average of the initial Lease Rate Factors multiplied by the original Lessor's Cost of the Equipment.

If it is determined at the initial lease expiration or after any exercised renewal period that the actual Fair Market Value Renewal Rate as determined under Section 19 of the Master Equipment Lease Agreement is lower than the above Fixed Renewal Rate(s), Lessee's option to renew will be at the Fair Market Value Renewal Rate.

8. Purchase Option: The lower of Fair Market Value or 50% of the original cost.

9. Minimum Liability Insurance Coverage to be carried by Lessee per section 12(A) of the Master Equipment Lease Agreement is \$5 million per occurrence.

10. THIS SCHEDULE AND ITS TERMS AND CONDITIONS ARE HEREBY INCORPORATED BY REFERENCE IN THE ABOVE REFERENCED MASTER EQUIPMENT LEASE AGREEMENT. LESSEE PERMITS LESSOR TO INSERT MODEL AND SERIAL NUMBERS OF EQUIPMENT WHEN DETERMINED BY LESSOR.

Accepted By:

PITNEY BOWES CREDIT CORPORATION (Lessor)

HIMONT U.S.A. INC. (Lessee)

Name: *L.D. Osmanski*

Name: *W.A. Patten*

Title: L.D. OSMANSKI
Vice President
Operations

Title: *XVP Corp Services 9MTL 4/1*

Date: 7/31/89

W.A. Patten

Date: 7/31/89



PBCC

Pitney Bowes Credit Corporation

REGISTRATION NO. 163 89-B FILED 1989

AUG 9 1989 - 12 55 PM

INTERSTATE COMMERCE COMMISSION

Schedule 'A'
Equipment List

Lease schedule no. 0054437-803

This schedule is attached to and made part of the Lease Agreement dated 7/31/89, between Lessor, Pitney Bowes Credit Corporation and the undersigned Lessee.

<u>Quantity</u>	<u>Description of Equipment</u>
Forty-two (42)	New 5700 cu. ft. covered hopper cars
<u>Registration No.</u>	<u>Steel Stamp No.</u>
HPIX 89083	4578 ✓
HPIX 89084	4579
HPIX 89085	4580
HPIX 89088	4583
HPIX 89089	4584
HPIX 89090	4585
HPIX 89091	4586
HPIX 89092	4587
HPIX 89093	4588
HPIX 89094	4589
HPIX 89095	4590
HPIX 89097	4592
HPIX 89098	4593
HPIX 89100	4595
HPIX 89101	4596
HPIX 89102	4597
HPIX 89103	4598
HPIX 89104	4599
HPIX 89105	4600
HPIX 89106	4601
HPIX 89108	4603
HPIX 89109	4604
HPIX 89111	4606
HPIX 89115	4610
HPIX 89116	4611
HPIX 89119	4614
HPIX 89122	4617
HPIX 89038	4520
HPIX 89039	4521
HPIX 89086	4581



PBCC

Pitney Bowes Credit Corporation

Registration No.

Steel Stamp No.

HPIX 89087
 HPIX 89096
 HPIX 89099
 HPIX 89107
 HPIX 89110
 HPIX 89112
 HPIX 89113
 HPIX 89114
 HPIX 89118
 HPIX 89120
 HPIX 89121
 HPIX 89117

4582
 4591
 4594
 4602
 4605
 4607
 4608
 4609
 4613
 4615
 4616
 4612

Lessor:

Pitney Bowes Credit Corporation

BY: *[Signature]*

TITLE: RCM

DATE: 7-31-89.

Lessee:

HIMONT U.S.A., Inc.

BY: *X UP Patterson*

TITLE: *X UP Rep Service of MR usjt.*

DATE: 7/31/89

MR DNR

LEASE SCHEDULE

Master Equipment
Lease Agreement No.: 0069682

Exhibit A

Master Equipment
Lease Agreement Date: February 9, 1990

Recordation Number 16760

Lease Schedule No.: 801 ITC Retained by Lessor: Yes No

Lease Schedule Date: February 20, 1990 Seven (7) year class recovery property

Between PITNEY BOWES CREDIT CORPORATION (Lessor) and CONSOLIDATION COAL COMPANY (Lessee.)

1. Equipment Description -

¹⁰⁴
(105) 5-pocket, 105 ton, 4,000 cubic foot, aluminum body - steel underframe mechanized rapid discharge II open top hopper coal rail cars manufactured by Trinity Industries. Reporting Marks as indicated on Schedule "B" attached to and made a part hereof.

2. Billing Address

Consolidation Coal Company, Consol Plaza, 1800 Washington Road
Pittsburgh, Pennsylvania, 15241 Attn: Corporate Purchasing Department

3. Rental Payments

Shall be due and payable on the dates and in the amounts specified in Schedule "A" attached hereto and made a part hereof, plus all applicable sales/use taxes.

4. Term

The Term of this Lease shall commence upon written acceptance of the Equipment by the Lessee and will expire July 20, 2010.

5. Renewal Option See Section 19 of the Master Lease Agreement

6. Purchase Option See Section 18 of the Master Lease Agreement

7. Minimum General Liability Insurance Coverage to be carried by Lessee per section 12 (a) of the Master Equipment Lease Agreement is \$10,000,000 per occurrence, Lessee may self insure for the first \$1,000,000 of said Insurance Coverage.

SCHEDULE "B"

This Schedule "B" is made a part of that Lease Schedule No. 801 dated February 20, 1990 between Consolidation Coal Company as Lessee and Pitney Bowes Credit Corporation as Lessor.

20 279 2

ACCX 90001	ACCX 90037	ACCX 90071
ACCX 90002	ACCX 90038	ACCX 90072
ACCX 90003	ACCX 90039	ACCX 90073
ACCX 90004	ACCX 90040	ACCX 90074
ACCX 90005	ACCX 90041	ACCX 90075
ACCX 90006	ACCX 90042	ACCX 90076
ACCX 90007	ACCX 90043	ACCX 90077
ACCX 90008	ACCX 90044	ACCX 90078
ACCX 90010	ACCX 90045	ACCX 90079
ACCX 90011	ACCX 90046	ACCX 90080
ACCX 90012	ACCX 90047	ACCX 90081
ACCX 90013	ACCX 90048	ACCX 90082
ACCX 90014	ACCX 90049	ACCX 90083
ACCX 90015	ACCX 90050	ACCX 90084
ACCX 90016	ACCX 90051	ACCX 90085
ACCX 90017 <i>11/41 Cas. v. Kelly</i>	ACCX 90052	ACCX 90086
ACCX 90018	ACCX 90053	ACCX 90087
ACCX 90019	ACCX 90054	ACCX 90088
ACCX 90020	ACCX 90055	ACCX 90089
ACCX 90021	ACCX 90056	ACCX 90090
ACCX 90022	ACCX 90057	ACCX 90091
ACCX 90023	ACCX 90058	ACCX 90092
ACCX 90024	ACCX 90059	ACCX 90093
ACCX 90025	ACCX 90060	ACCX 90094
ACCX 90026	ACCX 90061	ACCX 90095
ACCX 90027	ACCX 90062	ACCX 90096
ACCX 90028	ACCX 90063	ACCX 90097
ACCX 90029	ACCX 90064	ACCX 90098
ACCX 90030	ACCX 90065	ACCX 90099
ACCX 90031	ACCX 90066	ACCX 90100
ACCX 90032	ACCX 90067	ACCX 90101
ACCX 90033	ACCX 90068	ACCX 90102
ACCX 90034	ACCX 90069	ACCX 90103
ACCX 90035	ACCX 90070	ACCX 90104
ACCX 90036		ACCX 90105
		ACCX 90107

7. Minimum all risk insurance, to be carried by the Lessee per Section 12 (b) of the Master Equipment Lease Agreement, including fire and explosion, electric and lightning damage will be not less than the Stipulated Loss Value of the Equipment from time to time.
8. Equipment Cost: \$5,982,742.50
9. THIS SCHEDULE AND ITS TERMS AND CONDITIONS ARE HEREBY INCORPORATED BY REFERENCE IN THE ABOVE MASTER EQUIPMENT LEASE AGREEMENT. LESSEE PERMITS LESSOR TO INSERT MODEL AND SERIAL NUMBERS OF EQUIPMENT WHEN DETERMINED BY LESSOR.

Accepted by:

PTINEY BOWES CREDIT CORPORATION (Lessor) CONSOLIDATION COAL COMPANY (Lessee)

Name: Robert A. O'Connor

Name: Michael R. Womack

Title: Region Credit Manager

Title: Vice President - Treasurer

Date: February 20, 1990

Date: February 20, 1990

LEASE SCHEDULE

Master Equipment

Lease Agreement No.: 0069682 Account Billing No.: _____

Master Equipment

Lease Agreement Date: February 9, 1990 Lessee Purchase Order No.: _____

Outside Commitment

Date: _____

Lease Schedule No.: 802 ITC Retained by Lessor: Yes ___ No X

Lease Schedule Date: March 20, 1990 Seven (7) year class recovery property

Between PTINEY BOWES CREDIT CORPORATION (Lessor) and CONSOLIDATION COAL COMPANY (Lessee.)

1. Equipment Description

⁶⁷
(68) 5-pocket, 105 ton, 4,000 cubic foot, aluminum body - steel underframe mechanized rapid discharge II open top hopper coal rail cars manufactured by Trinity Industries. Reporting Marks as indicated on Schedule "B" attached to and made a part hereof.

2. Billing Address

Consolidation Coal Company, Consol Plaza, 1800 Washington Road
Pittsburgh, Pennsylvania, 15241 Attn: Corporate Purchasing Department

3. Rental Payments

Shall be due and payable on the dates and in the amounts specified in Schedule "A" attached hereto and made a part hereof, plus all applicable sales/use taxes.

4. Term

The Term of this Lease shall commence upon written acceptance of the Equipment by the Lessee and will expire July 20, 2010.

5. Renewal Option See Section 19 of the Master Lease Agreement

6. Purchase Option See Section 18 of the Master Lease Agreement

7. Minimum General Liability Insurance Coverage to be carried by Lessee per section 12 (a) of the Master Equipment Lease Agreement is \$10,000,000 per occurrence, Lessee may self insure for the first \$1,000,000 of said Insurance Coverage.

7. Minimum all risk insurance, to be carried by the Lessee per Section 12 (b) of the Master Equipment Lease Agreement, including fire and explosion, electric and lightning damage will be not less than the Stipulated Loss Value of the Equipment from time to time.
8. Equipment Cost: \$3,874,538.00
9. THIS SCHEDULE AND ITS TERMS AND CONDITIONS ARE HEREBY INCORPORATED BY REFERENCE IN THE ABOVE MASTER EQUIPMENT LEASE AGREEMENT. LESSEE PERMITS LESSOR TO INSERT MODEL AND SERIAL NUMBERS OF EQUIPMENT WHEN DETERMINED BY LESSOR.

Accepted by:

PTINEY BOWES CREDIT CORPORATION (Lessor) CONSOLIDATION COAL COMPANY (Lessee)

Name: *Robert D. C'anna*

Name: *Richard B. Bennett*

Title: Region Credit Manager

Title: Vice President & Treasurer

Date: March 20, 1990

Date: March 20, 1990

SCHEDULE "B"

This Schedule "B" is made a part of that Lease Schedule No. 802 dated March 20, 1990 between Consolidation Coal Company as Lessee and Pitney Bowes Credit Corporation as Lessor.

EQUIPMENT DESCRIPTION:

⁶⁷(68) 5-pocket, 105 ton, 4,000 cubic foot, aluminum body-steel underframe mechanized rapid discharge II open top hopper coal rail cars manufactured by Trinity Industries. Reporting Marks are as follows:

ACCX 90106	ACCX 90130	ACCX 90153
ACCX 90108	ACCX 90131	ACCX 90154
ACCX 90109	ACCX 90132	ACCX 90155
ACCX 90110	ACCX 90133	ACCX 90156
ACCX 90111	ACCX 90134	ACCX 90157
ACCX 90112	ACCX 90135	ACCX 90158
ACCX 90113	ACCX 90136	ACCX 90159
ACCX 90114	ACCX 90137	ACCX 90160
ACCX 90115	ACCX 90138	ACCX 90161
ACCX 90116	ACCX 90139	ACCX 90162
ACCX 90117	ACCX 90140	ACCX 90163
ACCX 90118	ACCX 90141	ACCX 90164
ACCX 90119	ACCX 90142	ACCX 90165
ACCX 90120 ^{11/9-Cas}	ACCX 90143	ACCX 90166
ACCX 90121	ACCX 90144	ACCX 90167
ACCX 90122	ACCX 90145	ACCX 90168
ACCX 90123	ACCX 90146	ACCX 90169
ACCX 90124	ACCX 90147	ACCX 90170
ACCX 90125	ACCX 90148	ACCX 90171
ACCX 90126	ACCX 90149	ACCX 90172
ACCX 90127	ACCX 90150	ACCX 90173
ACCX 90128	ACCX 90151	ACCX 90174
ACCX 90129	ACCX 90152	

LEASE SCHEDULE

Master Equipment

Lease Agreement No.: 0069682 Account Billing No.: _____

Master Equipment

Lease Agreement Date: February 9, 1990 Lessee Purchase Order No.: _____

Outside Commitment
Date: _____

Lease Schedule No.: 803 ITC Retained by Lessor: Yes ___ No X

Lease Schedule Date: April 20, 1990 Seven (7) year class recovery property

Between PITNEY BOWES CREDIT CORPORATION (Lessor) and CONSOLIDATION COAL COMPANY (Lessee.)

1. Equipment Description

(67) 5-pocket, 105 ton, 4,000 cubic foot, aluminum body - steel underframe mechanized rapid discharge II open top hopper coal rail cars manufactured by Trinity Industries. Reporting Marks as indicated on Schedule "B" attached to and made a part hereof.

2. Billing Address

Consolidation Coal Company, Consol Plaza, 1800 Washington Road
Pittsburgh, Pennsylvania, 15241 Attn: Corporate Purchasing Department

3. Rental Payments

Shall be due and payable on the dates and in the amounts specified in Schedule "A" attached hereto and made a part hereof, plus all applicable sales/use taxes.

4. Term

The Term of this Lease shall commence upon written acceptance of the Equipment by the Lessee and will expire July 20, 2010.

5. Renewal Option See Section 19 of the Master Lease Agreement

6. Purchase Option See Section 18 of the Master Lease Agreement

7. Minimum General Liability Insurance Coverage to be carried by Lessee per section 12 (a) of the Master Equipment Lease Agreement is \$10,000,000 per occurrence, Lessee may self insure for the first \$1,000,000 of said Insurance Coverage.

7. Minimum all risk insurance, to be carried by the Lessee per Section 12 (b) of the Master Equipment Lease Agreement, including fire and explosion, electric and lightning damage will be not less than the Stipulated Loss Value of the Equipment from time to time.
8. Equipment Cost: \$3,833,603.50
9. THIS SCHEDULE AND ITS TERMS AND CONDITIONS ARE HEREBY INCORPORATED BY REFERENCE IN THE ABOVE MASTER EQUIPMENT LEASE AGREEMENT. LESSEE PERMITS LESSOR TO INSERT MODEL AND SERIAL NUMBERS OF EQUIPMENT WHEN DETERMINED BY LESSOR.

Accepted by:

PTINEY BOWES CREDIT CORPORATION (Lessor) CONSOLIDATION COAL COMPANY (Lessee)

Name: *Robert D. Johnson*

Name: *Richard P. Winters*

Title: Region Credit Manager

Title: VP + Treasurer

Date: April 20, 1990

Date: April 20, 1990

SCHEDULE "B"

This Schedule "B" is made a part of that Lease Schedule No. 803
dated April 20, 1990 between Consolidation Coal Company as Lessee and
Pitney Bowes Credit Corporation as Lessor.

EQUIPMENT DESCRIPTION:

(67) ✓ 5-pocket, 105 ton, 4,000 cubic foot, aluminum body-steel
underframe mechanized rapid discharge II open top hopper coal rail cars
manufactured by Trinity Industries.

ACCX 90009	ACCX 90197	ACCX 90219
ACCX 90175	ACCX 90198	ACCX 90220
ACCX 90176	ACCX 90199	ACCX 90221
ACCX 90177	ACCX 90200	ACCX 90222
ACCX 90178	ACCX 90201	ACCX 90223
ACCX 90179	ACCX 90202	ACCX 90224
ACCX 90180	ACCX 90203	ACCX 90225
ACCX 90181	ACCX 90204	ACCX 90226
ACCX 90182	ACCX 90205	ACCX 90227
ACCX 90183	ACCX 90206	ACCX 90228
ACCX 90184	ACCX 90207	ACCX 90229
ACCX 90185	ACCX 90208	ACCX 90230
ACCX 90186	ACCX 90209	ACCX 90231
ACCX 90187	ACCX 90210	ACCX 90232
ACCX 90188	ACCX 90211	ACCX 90233
ACCX 90189	ACCX 90212	ACCX 90234
ACCX 90190	ACCX 90213	ACCX 90235
ACCX 90191	ACCX 90214	ACCX 90236
ACCX 90192	ACCX 90215	ACCX 90237
ACCX 90193	ACCX 90216	ACCX 90238
ACCX 90194	ACCX 90217	ACCX 90239
ACCX 90195	ACCX 90218	ACCX 90240
ACCX 90196		

LEASE SCHEDULE

Master Equipment
Lease Agreement No.: 0056135

Account Billing No.: 0056135-805

Master Equipment
Lease Agreement Date: Sept. 24, 1990

Exhibit A

Lease Schedule No: 805

Recordation Number 17040-

Lease Schedule Date: December 26, 1990

property

Between PITNEY BOWES CREDIT CORPORATION (Lessor) and Rhone-Poulenc, Inc.
(Lessee).

1. Equipment Description Manufacturer Model & Serial Number
See Schedule "A" attached hereto and made a part hereof.
2. Equipment Location
The above Equipment is to be located and delivered to Lessee's premises
at Rhone-Poulenc, Inc., 10810 Highway 75, Geismar, LA 70734.
3. Billing Address
125 Blackhorse Lane, Monmouth Junction, NJ 08852.
4. Original Rental Term
177 Months. Payable monthly in arrears.
One hundred and seventy seven.
5. Aggregate Rental for Original Rental Term
\$635,199.90 payable as follows:
Rental Payment of \$3,588.70, plus interim rent, plus
applicable Sales/Use Tax. The first Rental Payment of
\$3,588.70, plus applicable Sales/Use Tax is due on
January 30, 1991.
6. Number and Amount of Advance Rental Payments
Number: N/A Amount: N/A
7. Renewal Option Five years at Fair Market Value.
8. Purchase Option The lower of Fair Market Value or 66%.
9. THIS SCHEDULE AND ITS TERMS AND CONDITIONS ARE HEREBY INCORPORATED BY
REFERENCE IN THE ABOVE MASTER EQUIPMENT LEASE AGREEMENT. LESSEE PERMITS
LESSOR TO INSERT MODEL AND SERIAL NUMBERS OF EQUIPMENT WHEN DETERMINED BY
LESSOR. LESSEE REPRESENTS AND WARRANTS THAT THERE HAS BEEN NO MATERIAL
ADVERSE CHANGE IN ITS BUSINESS OR FINANCIAL CONDITION SINCE THE DATE SET
FORTH IN SECTION 2 OF THE LEASE.

Accepted by:

PITNEY BOWES CREDIT CORPORATION (Lessor) Rhone-Poulenc, Inc. (Lessee)

Name: *L.B. Osmanski*
Title: L.B. OSMANSKI
Date: 12/26/90
 VP Operations

Name: *Miguelon L. Weyeneth*
Title: Miguelon L. Weyeneth
Date: Treasurer

SCHEDULE A
Equipment List

This schedule is attached to and made a part of Lease Schedule 805 dated as of December 26, 1990 to Master Equipment Lease Agreement No. 0056135 dated as of Sept. 24, 1990 between Pitney Bowes Credit Corporation as Lessor and the undersigned Lessee.

<u>Quantity</u>	<u>Equipment Description</u>	<u>Serial No.</u>
7 Seven	Trinity Industries, Inc. Rail Tank Cars	RPBX17153 RPBX17156 RPBX17158 RPBX17159 RPBX17160 RPBX17165 - (as noted) RPBX17167

Plus all accessories and attachments.

This schedule is hereby verified correct and undersigned acknowledges receipt of a copy.

LESSOR:

PITNEY BOWES CREDIT CORPORATION

By: *L.D. Osmanski*

Printed Name: L.D. OSMANSKI

Vice President
Operations

Title: _____

LESSEE:

R. Rhone-Poulenc, Inc.

By: *Miquelon L. Weyeneth*

Printed Name: Treasurer

Title: _____

Exhibit A

Recordation Number 17481

LEASE SCHEDULE

COMMERCIAL MOTOR VEHICLE COMMISSION

0000001-078

Master Equipment
Lease Agreement No.: 1 Account Billing No. 1801059-751

Master Equipment
Lease Agreement Date: August 2, 1990 Lessee Purchase
Order No.: _____

Lease Schedule No.: 78 Outside Commitment
Date: _____

Lease Schedule Date: August 7, 1991 Seven (7) year class recovery
property between PITNEY BOWES CREDIT CORPORATION (Lessor) and CONAGRA, INC.
(Lessee).

1. <u>Equipment Description</u>	<u>Manufacturer Model & Serial Number</u>	<u>Original Equipment Cost</u>
---------------------------------	---	--------------------------------

One (1) Electro-Motive Division, General Motors Corporation Locomotive Switch Engine Model SW-12, Serial Number 4290-1 Road Number BN186		\$114,750.00
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2. Equipment Location
The above Equipment is to be delivered to Lessee's premises at
Tampa, Florida

3. Billing Address
One ConAgra Drive, Omaha, Nebraska 68102-5001

4. Original Rental Term
Eighty-four (84) months. Payable monthly in advance.

5. Aggregate Rental for Original Rental Term
\$133,313.04 payable as follows:

Rental Payment of \$1,587.06, plus interim rent, plus applicable Sales/Use Tax.

The first Rental Payment of \$1,587.06, plus applicable Sales/Use Tax is due on August 7, 1991.

6. Number and Amount of Advance Rental Payments
Number: One Amount: \$1,587.06

Exhibit A

Recordation Number 17656

RAILROAD EQUIPMENT LEASE

Dated as of December 31, 1991

17656
RECORDED IN _____ FILED IN _____

Between

JAN 3 1992 - 10 55 AM

INTERSTATE COMMERCE COMMISSION

TRINITY INDUSTRIES LEASING COMPANY, as LESSEE

And

PITNEY BOWES CREDIT CORPORATION, as LESSOR

As further described in Section 27(h), to the extent, if any, that this Lease constitutes chattel paper (as such term is defined in the Uniform Commercial Code as in effect in any applicable jurisdiction), no security interest in this Lease may be created through the transfer or possession of any counterpart other than Counterpart Number 1. This is Counterpart Number 1.

Filed and Recorded with the
Interstate Commerce Commission
on _____, at
_____ and
given Recordation No. _____.

ML-0063628-
801

no file

EXHIBIT A, attached to and forming a part of the Railroad Equipment Lease dated as of December 31, 1991 entered into by and between Trinity Industries Leasing Company, a Delaware corporation ("Lessee"), and Pitney Bowes Credit Corporation ("Lessor").

Equipment Description

One Hundred (100) 5,851 cubic foot covered quadruple hopper cars initially equipped with Sigma 7456 interior coating

Running Numbers: SCJX 891900 - 891999

LEASE SCHEDULE

Master Equipment
Lease Agreement No.: 1801174 Account Billing No.: 1801174-801

Master Equipment
Lease Agreement Date: X April 24, 1992

Exhibit A

Recordation Number 17787

Lease Schedule No.: 801

Lease Schedule Date: X April 24, 1992 7 year class recovery property

Between PITNEY BOWES CREDIT CORPORATION (Lessor) and ConAgra, Inc.
(Lessee).

1. Equipment Description Manufacturer Model & Serial Number
29 Thirty (30) Trinity 5125 cubic foot 15 PSI pressure discharge covered hopper cars with ConAgra markings CAGX 92000 to 92029.
CAGX 92004 casualty
2. Equipment Location
The above Equipment is to be located and delivered to Lessee's premises at ConAgra Inc., Omaha, Nebraska
3. Billing Address
ConAgra Flour Milling X Nine ConAgra Drive Omaha, Ne 68102-500
4. Original Rental Term
One hundred twenty (120) Months. Payable monthly in advance
5. The Total Equipment Cost shall be defined as the sum of the Equipment Cost as defined in each Acceptance Notice executed in connection with this Lease Schedule. The Total Equipment Cost shall not exceed \$2,070,000.00.
6. The Lease Rate Factor shall be .849275%.
7. Aggregate Rental for Original Rental Term shall be equal to the Total Equipment Cost times the Lease Rate Factor times the Original Rental Term.
8. Rental Payment shall be the Total Equipment Cost times the Lease Rate Factor; plus applicable sales tax.
9. Basic Term Commencement Date shall be July 31, 1992.
10. The First Rental Payment shall be due on the Basic Term Commencement Date as defined herein. All subsequent rentals shall be due on the last day of each consecutive month for the remainder of the Original Rental Term.

11. Whereas Lessee desires Basic Term Commencement Date of July 31, 1992 for the Thirty (30) Trinity 5125 cubic foot covered hopper cars and whereas the equipment is to be delivered to Lessee premises at various intervals starting on or after April 1, 1992, Lessee hereby agrees to pay Lessor Interim Rent from the date of each acceptance and delivery through the date of the Basic Term Commencement Date.

Interim Rent shall be 1/30th of the Lease Rate Factor times the Equipment Cost as defined in each Acceptance Notice times the number of days from and including the Acceptance Date to the Basic Term Commencement Date as defined herein. Interim Rent shall be due on the last day of each month, up to and including the Basic Term Commencement Date on a pro rata basis.

12. Renewal Option:

~~See Section 19 of Master Equipment Lease Agreement.~~
Fair Market Value

13. Purchase Option:

~~See Section 18 of Master Equipment Lease Agreement.~~
Fair Market Value

14. Minimum Liability Insurance Coverage to be carried by Lessee per section 12(A) of the Master Equipment Lease Agreement is \$10,000,000.00 per occurrence.

15. For purposes of this schedule only, Lessor hereby agrees to waive Opinion of Lessee's counsel.

16. THIS SCHEDULE AND ITS TERMS AND CONDITIONS ARE HEREBY INCORPORATED BY REFERENCE IN THE ABOVE MASTER EQUIPMENT LEASE AGREEMENT. LESSEE PERMITS LESSOR TO INSERT MODEL AND SERIAL NUMBERS OF EQUIPMENT WHEN DETERMINED BY LESSOR. LESSEE REPRESENTS AND WARRANTS THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN ITS BUSINESS OR FINANCIAL CONDITION SINCE THE DATE SET FORTH IN SECTION 2 OF THE LEASE.

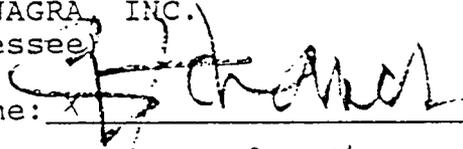
Accepted by:

PITNEY BOWES CREDIT CORPORATION
(Lessor)

Name: 
JOSEPH M. HEIMERL
Title: REGION CREDIT MANAGER

Date: 4/24/92

CONAGRA, INC.
(Lessee)

Name: 
Title: Sr. V.P. - Finance

Date: April 24, 1992

LEASE SCHEDULE

Master Equipment

Lease Agreement No.: 1801174 Account Billing No.: 1801174-802

Master Equipment

Lease Agreement Date: April 24, 1992

Exhibit A

Recordation Number 17892

Lease Schedule No.: 802

Lease Schedule Date: July 13, 1992 7 year class recovery property

Between PITNEY BOWES CREDIT CORPORATION (Lessor) and ConAgra, Inc.
(Lessee).

1. Equipment Description Manufacturer Model & Serial Number
One (1) New Shuttle Wagon Rail Car Mover SWX35A S/N 5M3504 together with all accessories, additions and attachments thereto and substitutions and replacements therefor.

2. Equipment Location
The above Equipment is to be located and delivered to Lessee's premises at ConAgra Inc., Atchison, KS.

3. Billing Address
ConAgra Specialty Grains Nine ConAgra Drive Omaha, Nebr
68102-5001

4. Original Rental Term
One hundred twenty (120) Months. Payable monthly in advance.

5. The Total Equipment Cost shall be \$149,300.00. ✓

6. The Lease Rate Factor shall be .01106481%.

7. Aggregate Rental for Original Rental Term shall be \$198,237.60.

8. Rental Payment shall be \$1,651.98; plus applicable sales tax.

9. Basic Term Commencement Date shall be July 30, 1992.

10. The First Rental Payment shall be due on the Basic Term Commencement Date as defined herein. All subsequent rentals shall be due on the last day of each consecutive month for the remainder of the Original Rental Term.

11. Lessee hereby agrees to pay Lessor Interim Rent from the date of acceptance and delivery through the date of the Basic Term Commencement Date.

Interim Rent shall be 1/30th of the Lease Rate Factor times the Equipment Cost as defined in Acceptance Notice times the number of days from and including the Acceptance Date to the Basic Term Commencement Date as defined herein. Interim Rent shall be due on the Basic Term Commencement Date.

12. Renewal Option:
Fair Market Value.
13. Purchase Option:
Fair Market Value.
14. Minimum Liability Insurance Coverage to be carried by Lessee per section 12(A) of the Master Equipment Lease Agreement is \$10,000,000.00 per occurrence.
15. For purposes of this schedule only, Lessor hereby agrees to waive Opinion of Lessee's counsel.
16. RETURN OF EQUIPMENT: Notwithstanding anything to the contrary in Section 22 of Master Equipment Lease Agreement No. 1801174, upon termination of this Lease by expiration of the term thereof or in the event of Lessee's default, as hereinafter defined, Lessee will, at its own cost and expense, promptly return the Rail Car Mover to Lessor at an address specified by Lessor, not to exceed 600 miles of the original place of delivery. The Rail Car Mover shall be in as good condition and state of repair as at the time of delivery, ordinary wear and tear and changes and alterations properly made by Lessee as permitted under this lease expected, in Average Saleable Condition as hereinafter defined and normal depreciation expected. Lessee will pay for any repairs required to place Rail Car Mover in Average Saleable Condition including parts and labor. Lessee shall, without delay, cause the Rail Car Mover to be insured and delivered to Lessor to such location as Lessor shall direct.

The term "Average Saleable Condition" shall mean and shall apply to any Rail Car Mover returned to Lessor under Section 8 of Master Equipment Lease Agreement No. 1801174 when all the following conditions are met:

Tires: On each Rail Car Mover, tires shall be matched as to type and tread design and have a minimum of 50% remaining tread on original casings on front tires excluding core depth, and 50% remaining tread on either original, regrooved or recapped casings on rear tires excluding core depth. All tires shall meet or exceed "Bandag Rubber Corporation" Standard casing inspection.

Engine: The engine for each Rail Car Mover must have been maintained in accordance with manufacturer's recommendations, including overhauling as required. At the time of return, the engine must be capable of meeting manufacturer's minimum operational specifications while under full load. There shall be no water in the oil supply nor oil in the cooling system. Determinations of whether or not these specifications are met shall be made by subjecting such engine to Crankcase, Manifold Pressure, and Dynamometer tests as well as a road test, which tests must be performed by a factory-authorized service center.

Transmission and Rear Axle: The transmission and rear axle for each Rail Car Mover must also meet manufacturer's minimum operating specifications under a full load as determined by standard testing procedures.

Brakes: Brake lining for each Rail Car Mover on all wheels will have a remaining lift of 50%. Brake drums shall not be cracked or warped and shall not exceed manufacturer's recommended wear limits.

General Condition: All equipment originally furnished with the Rail Car Mover shall be installed and intact and in good working order. Damage to exterior or interior materials may not exceed \$500 cost of repairs for each Rail Car Mover. There shall be no breaks or cracks in the windshield or any other glass items including but not limited to headlights and mirrors. All operating components of the Rail Car Mover must meet applicable Rail Car Mover inspections standards and be able to perform their function as originally intended. All mechanical and electrical equipment, including radios, heater, etc., must be in proper operation condition for each Rail Car Mover. The Rail Car Mover shall be free of any special advertising, lettering or other markings.

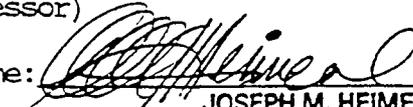
Documents and Letters: All maintenance records, maintenance record jackets, repair orders, log books and all other similar documents must be made available at any time for inspection at the request of Lessor. Upon any event of return of the Rail Car Mover, these records, in their entirety, if requested by the Lessor, will be returned to the Lessor.

Costs: All tests and inspections in regards to this Section will be at Lessee's expense.

17. THIS SCHEDULE AND ITS TERMS AND CONDITIONS ARE HEREBY INCORPORATED BY REFERENCE IN THE ABOVE MASTER EQUIPMENT LEASE AGREEMENT. LESSEE PERMITS LESSOR TO INSERT MODEL AND SERIAL NUMBERS OF EQUIPMENT WHEN DETERMINED BY LESSOR. LESSEE REPRESENTS AND WARRANTS THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN ITS BUSINESS OR FINANCIAL CONDITION SINCE THE DATE SET FORTH IN SECTION 2 OF THE LEASE.

Accepted by:

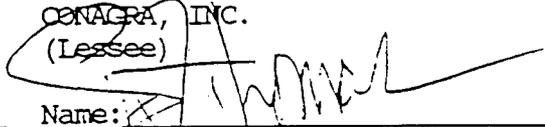
PITNEY BOWES CREDIT CORPORATION
(Lessor)

Name: 

Title: JOSEPH M. HEIMERL
REGION CREDIT MANAGER

Date: 7.13.92

CONAGRA, INC.
(Lessee)

Name: 

Title: X Sr. V.P. - Finance

Date: X 7/13/92

12. Renewal Option:
Fair Market Value.
13. Purchase Option:
Fair Market Value.
14. Minimum Liability Insurance Coverage to be carried by Lessee per section 12(A) of the Master Equipment Lease Agreement is \$10,000,000.00 per occurrence.
15. For purposes of this schedule only, Lessor hereby agrees to waive Opinion of Lessee's counsel.
16. RETURN OF EQUIPMENT: Notwithstanding anything to the contrary in Section 22 of Master Equipment Lease Agreement No. 1801174, upon termination of this Lease by expiration of the term thereof or in the event of Lessee's default, as hereinafter defined, Lessee will, at its own cost and expense, promptly return the Rail Car Mover to Lessor at an address specified by Lessor. The Rail Car Mover shall be in as good condition and state of repair as at the time of delivery, ordinary wear and tear and changes and alterations properly made by Lessee as permitted under this lease expected, in Average Saleable Condition as hereinafter defined and normal depreciation expected. Lessee will pay for any repairs required to place Rail Car Mover in Average Saleable Condition including parts and labor. Lessee shall, without delay, cause the Rail Car Mover to be insured and delivered to Lessor to such location as Lessor shall direct.

The term "Average Saleable Condition" shall mean and shall apply to any Rail Car Mover returned to Lessor under Section 8 of Master Equipment Lease Agreement No. 1801174 when all the following conditions are met:

Tires: On each Rail Car Mover, tires shall be matched as to type and tread design and have a minimum of 50% remaining tread on original casings on front tires excluding core depth, and 50% remaining tread on either original, regrooved or recapped casings on rear tires excluding core depth. All tires shall meet or exceed "Bardag Rubber Corporation" Standard casing inspection.

Engine: The engine for each Rail Car Mover must have been maintained in accordance with manufacturer's recommendations, including overhauling as required. At the time of return, the engine must be capable of meeting manufacturer's minimum operational specifications while under full load. There shall be no water in the oil supply nor oil in the cooling system. Determinations of whether or not these specifications are met shall be made by subjecting such engine to Crankcase, Manifold Pressure, and Dynamometer tests as well as a road test, which tests must be performed by a factory-authorized service center.

Transmission and Rear Axle: The transmission and rear axle for each Rail Car Mover must also meet manufacturer's minimum operating specifications under a full load as determined by standard testing procedures.

Brakes: Brake lining for each Rail Car Mover on all wheels will have a remaining life of 50%. Brake drums shall not be cracked or warped and shall not exceed manufacturer's recommended wear limits.

General Condition: All equipment originally furnished with the Rail Car Mover shall be installed and intact and in good working order. Damage to exterior or interior materials may not exceed \$500 cost of repairs for each Rail Car Mover. There shall be no breaks or cracks in the windshield or any other glass items including but not limited to headlights and mirrors. All operating components of the Rail Car Mover must meet applicable Rail Car Mover inspections standards and be able to perform their function as originally intended. All mechanical and electrical equipment, including radios, heater, etc., must be in proper operation condition for each Rail Car Mover. The Rail Car Mover shall be free of any special advertising, lettering or other markings.

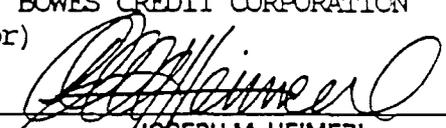
Documents and Letters: All maintenance records, maintenance record jackets, repair orders, log books and all other similar documents must be made available at any time for inspection at the request of Lessor. Upon any event of return of the Rail Car Mover, these records, in their entirety, if requested by the Lessor, will be returned to the Lessor.

Costs: All tests and inspections in regards to this Section will be at Lessee's expense.

17. THIS SCHEDULE AND ITS TERMS AND CONDITIONS ARE HEREBY INCORPORATED BY REFERENCE IN THE ABOVE MASTER EQUIPMENT LEASE AGREEMENT. LESSEE PERMITS LESSOR TO INSERT MODEL AND SERIAL NUMBERS OF EQUIPMENT WHEN DETERMINED BY LESSOR. LESSEE REPRESENTS AND WARRANTS THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN ITS BUSINESS OR FINANCIAL CONDITION SINCE THE DATE SET FORTH IN SECTION 2 OF THE LEASE.

Accepted by:

PTINEY BOWES CREDIT CORPORATION
(Lessor)

Name: 

Title: JOSEPH M. HEIMERL
REGION CREDIT MANAGER

Date: 1.27.93

CONAGRA, INC.
(Lessee)

Name: 

Title: L.B. Thomas
Sr. V.P. - Finance

Date: 1/27/93

14. Minimum Liability Insurance Coverage to be carried by Lessee per section 12(A) of the Master Equipment Lease Agreement is \$10,000,000.00 per occurrence.

15. For purposes of this schedule only, Lessor hereby agrees to waive Opinion of Lessee's counsel.

16. **RETURN OF EQUIPMENT:** Notwithstanding anything to the contrary in Section 22 of the Master Equipment Lease Agreement No. 1801174, upon termination of this Lease by expiration of the term thereof or in the event of Lessee's default, as hereinafter defined, Lessee will, at its own cost and expense, promptly return the Rail Car Mover to Lessor at an address specified by Lessor. The Rail Car Mover shall be in as good condition and state of repair as at the time of delivery, ordinary wear and tear and changes and alterations properly made by Lessee as permitted under this lease expected, in Average Saleable Condition as hereinafter defined and normal depreciation expected. Lessee will pay for any repairs required to place Rail Car Mover in Average Saleable Conditions including parts and labor. Lessee shall, without delay, cause the Rail Car Mover to be insured and delivered to Lessor to such location as Lessor shall direct.

The term "Average Saleable Condition" shall mean and shall apply to any Rail Car Mover returned to Lessor under Section 8 of Master Equipment Lease Agreement No. 1801174 when all the following conditions are met:

Tires: On each Rail Car Mover, tires shall be matched as to type and tread design and have a minimum of 50% remaining tread on original casings on front tires excluding core depth, and 50% remaining tread on either original, regrooved or recapped casings on rear tires excluding core depth. All tires shall meet or exceed "Bandag Rubber Corporation" Standard casing inspection.

Engine: The engine for each Rail Car Mover must have been maintained in accordance with manufacturer's recommendations, including overhauling as required. At the time of return, the engine must be capable of meeting manufacturer's minimum operational specifications while under full load. There shall be no water in the oil supply nor oil in the cooling system. Determination of whether or not these specifications are met shall be made by subjecting such engine to Crankcase, Manifold Pressure, and Dynamometer test as well as road test, which tests must be performed by a factory-authorized service center.

Transmission and Rear Axle: The transmission and rear axle for each Rail Car Mover must also meet manufacturer's minimum operating specifications under a full load as determined by standard testing procedures.

Brakes: Brake lining for each Rail Car Mover on all wheels will have a remaining lift of 50%. Brake drums shall not be cracked or warped and shall not exceed manufacturer's recommended wear limits.

General Condition: All equipment originally furnished with the Rail Car Mover shall be installed and intact and in good working order. Damage to exterior or interior materials may not exceed \$500.00 cost of repairs for each Rail Car Mover. There shall be no breaks or cracks in the windshield or any other glass items including but not limited to headlights and mirrors. All operating components of the Rail Car Mover must meet applicable Rail Car Mover inspections standards and be able to perform their function as originally intended. All mechanical and electrical equipment, including radios, heater, etc., must be in proper operating condition for each Rail Car

mover. The Rail Car Mover shall be free of any special advertising, lettering or other markings.

Documents and Letters: All maintenance records, maintenance record jackets, repair orders, log books and all other similar documents must be made available at any time for inspection at the request of Lessor. Upon any event of return of the Rail Car Mover, these records, in their entirety, if requested by the Lessor, will be returned to the Lessor.

Costs: All test and inspections in regards to this Section will be at Lessee's expense.

17. THIS SCHEDULE AND ITS TERMS AND CONDITIONS ARE HEREBY INCORPORATED BY REFERENCE IN THE ABOVE MASTER EQUIPMENT LEASE AGREEMENT. LESSEE PERMITS LESSOR TO INSERT MODEL AND SERIAL NUMBERS OF EQUIPMENT WHEN DETERMINED BY LESSOR. LESSEE REPRESENTS AND WARRANTS THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN ITS BUSINESS OR FINANCIAL CONDITION SINCE THE DATE SET FORTH IN SECTION 2 OF THE LEASE.

Accepted by:

PITNEY BOWES CREDIT CORPORATION (Lessor) CONAGRA, INC. (Lessee)

Name: *Michael Day*
Title: VP CREDIT OPERATIONS
Date: 12/29/94

Name: *J.P. Donnell*
Title: Vice President Finance
Date: and Treasurer

[Handwritten signature]

SCHEDULE A
Equipment List

This schedule is attached to and made a part of Lease Schedule 804 dated as of 12/29, 1994 to Master Equipment Lease Agreement No. 1801174 dated as of April 24, 1992 between Pitney Bowes Credit Corporation as Lessor and the undersigned Lessee.

<u>Quantity</u>	<u>Equipment Description</u>	<u>Serial No.</u>
(1)	Used 1968 Track Mobile, Model 7TM Single Coupler (Rear) Rebuilt Transmission 3-speed Rebuilt Diesel Engine (Detroit 453) Engine Heater Lights Heater Sanders Good Railwheels Good Glass AntiFreeze - 30	7218

This schedule is hereby verified correct and undersigned acknowledges receipt of a copy.

LESSOR:

PITNEY BOWES CREDIT CORPORATION

By: Michael J. Leyh

Printed Name: MICHAEL J. LEYH

Title: Vice President
Credit/Operations

LESSEE:

ConAgra, Inc.

By: J. P. O'Donnell

Printed Name: J. P. O'Donnell

Title: Vice President-Finance
and Treasurer

[Signature]

LEASE SCHEDULE

Master Equipment
Lease Agreement No.: 1801174

Account Billing No.: _____

Master Equipment
Lease Agreement Date: 4/24/92

Exhibit A

Lease Schedule No: 807

Recordation Number 17892-E

Lease Schedule Date: 2/28/95

Between PITNEY BOWES CREDIT CORPORATION (Lessor) and ConAgra, Inc. (Lessee).

1. Equipment Description Manufacturer Model & Serial Number

One (1) Used 1970 7TM Trackmobile serial #7TM-7287

2. Equipment Location

The above Equipment is to be located and delivered to Lessee's premises at Martins Creek, PA.

3. Billing Address

ConAgra, Inc., One ConAgra Drive, Omaha, NE 68102 Attn: Steve Murdock.

4. Original Rental Term

Sixty (60) Months. Payable monthly in advance.

5. The Original Equipment Cost shall be \$47,000.00. ✓

6. The Lease Rate Factor shall be 1.801253%.

7. Aggregate Rental for Original Rental Term shall be \$50,795.40.

8. Rental Payment shall be \$846.59 plus applicable sales tax.

9. Basic Term Commencement Date shall be February 28, 1995.

10. Basic Term Expiration Date shall be February 28, 2000.

11. The First Rental Payment shall be due on The Basic Term Commencement Date defined herein. All subsequent rentals shall be due on the last day of each consecutive month for the remainder of the Original Term.

12. Lessee hereby agrees to pay Lessor Interim Rent from the date of acceptance and delivery through the date of the Basic Term Commencement Date.

Interim Rent shall be 1/30th of the Lease Rate Factor times the Equipment Cost times the number of days from and including the Acceptance Date to the Basic Term Commencement Date as defined herein. Interim Rent shall be due on the Basic Term Commencement Date.

13. Renewal Option: Sixty (60) months at .398624% of the Original Equipment Cost.

14. Purchase Option: Fair Market Value

15. Minimum Liability Insurance Coverage to be carried by Lessee per section 12(A) of the Master Equipment Lease Agreement is \$10,000,000.00 per occurrence.

16. For purposes of this schedule only, Lessor hereby agrees to waive Opinion of Lessee's counsel.

17. **RETURN OF EQUIPMENT:** Notwithstanding anything to the contrary in Section 22 of the Master Equipment Lease Agreement No. 1801174, upon termination of this Lease by expiration of the term thereof or in the event of Lessee's default, as hereinafter defined, Lessee will, at its own cost and expense, promptly return the Rail Car Mover to Lessor at an address specified by Lessor. The Rail Car Mover shall be in as good condition and state of repair as at the time of delivery, ordinary wear and tear and changes and alterations properly made by Lessee as permitted under this lease expected, in Average Saleable Condition as hereinafter defined and normal depreciation expected. Lessee will pay for any repairs required to place Rail Car Mover in Average Saleable Condition including parts and labor. Lessee shall, without delay, cause the Rail Car Mover to be insured and delivered to Lessor to such location as Lessor shall direct.

The term "Average Saleable Condition" shall mean and shall apply to any Rail Car Mover returned to Lessor under Section 8 of Master Equipment Lease Agreement No. 1801174 when all of the following conditions are met:

Tires: On each Rail Car Mover, tires shall be matched as to type and tread design and have a minimum of 50% remaining tread on original casings on front tires excluding core depth, and 50% remaining tread on either original, regrooved or recapped casings on rear tires excluding core depth. All tires shall meet or exceed "Bandag Rubber Corporation" Standard casing inspection.

Engine: The engine for each Rail Car Mover must have been maintained in accordance with manufacturer's recommendations, including overhauling as required. At the time of return, the engine must be capable of meeting manufacturer's minimum operational specifications while under full load. There shall be no water in the oil supply nor oil in the cooling system. Determination of whether or not these specifications are met shall be made by subjecting such engine to Crankcase, Manifold Pressure, and Dynamometer test as well as road test, which tests must be performed by a factory-authorized service center.

Transmission and Rear Axle: The transmission and rear axle for each Rail Car Mover must also meet manufacturer's minimum operating specifications under a full load as determined by standard testing procedures.

Brakes: Brake Lining for each Rail Car Mover on all wheels will have a remaining lift of 50%. Brake drums shall not be cracked or warped and shall not exceed manufacturer's recommended wear limits.

General Condition: All equipment originally furnished with the Rail Car Mover shall be installed and intact and in good working order. Damage to exterior or interior materials may not exceed \$500.00 cost of repairs for each Rail Car Mover. There shall be no brakes or cracks in the windshield or any other glass items including but not limited to headlights and mirrors. All operating components of the Rail Car Mover must meet applicable Rail Car Mover inspections standards and be able to perform their function as

originally intended. All mechanical and electrical equipment, including radios, heater, etc., must be in proper operating condition for each Rail Car Mover. The Rail car Mover shall be free of any special advertising, lettering or other markings.

Documents and Letters: All Maintenance records, maintenance record jackets, repair orders, log books and all other similar documents must be made available at any time for inspection at the request of Lessor. Upon any event of return of the Rail Car Mover, these records, in their entirety, if requested by the Lessor, will be returned to the Lessor.

Costs: All tests inspections in regards to this Section will be at Lessee's expense.

18. THIS SCHEDULE AND ITS TERMS AND CONDITIONS ARE HEREBY INCORPORATED BY REFERENCE IN THE ABOVE MASTER EQUIPMENT LEASE AGREEMENT. LESSEE PERMITS LESSOR TO INSERT MODEL AND SERIAL NUMBERS OF EQUIPMENT WHEN DETERMINED BY LESSOR. LESSEE REPRESENTS AND WARRANTS THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN ITS BUSINESS OR FINANCIAL CONDITION SINCE THE DATE SET FORTH IN SECTION 2 OF THE LEASE.

Accepted by:

PITNEY BOWES CREDIT CORPORATION (Lessor) ConAgra, Inc. (Lessee)

Name: *Michael J. ...*
Title: _____
Date: February 28, 1995

Name: *J.P. J. ...*
Title: Vice President Finance
Date: and Treasurer

2/28/95

LEASE SCHEDULE

Master Equipment

Lease Agreement No.: 1801174

Exhibit A

Master Equipment

Lease Agreement Date: 4/24/92

Recordation Number 17892-O

Lease Schedule No: 814

Date: _____

Lease Schedule Date: September 29, 1995 Seven (7) year class recovery property
between PITNEY BOWES CREDIT CORPORATION (Lessor) and CONAGRA, INC. (Lessee).

1. **Equipment Description** **Manufacturer Model & Serial Number**
One (1) New Trackmobile Model 4300TM Serial Number N96739-0895
2. **Equipment Location**
The above Equipment is to be located and delivered to Lessee's premises at
100 N. 8th Avenue, Greeley, Colorado.
3. **Billing Address**
Monfort, Inc., P.O. Box G, Greeley, CO 80632 Attn: Terry White.
4. **Original Rental Term**
One Hundred and Twenty (120) Months. Payable monthly in advance.
5. The Original Equipment Cost shall be \$188,058.00. ✓
6. The Lease Rate Factor shall be .999114 %.
7. Aggregate Rental for Original Rental Term shall be \$ 225,469.20.
8. Rental Payment shall be \$ 1,878.91; plus applicable sales tax.
9. Basic Term Commencement Date shall be September 30, 1995.
10. Basic Term Expiration Date shall be September 30, 2005.
11. The First Rental Payment shall be due on the Basic Term Commencement Date as defined herein. All subsequent rentals shall be due on the last day of each consecutive month for the remainder of the Original Term.

12. Lessee hereby agrees to pay Lessor Interim Rent from the date of acceptance and delivery through the date of the Basic Term Commencement Date.

Interim Rent shall be 1/30th of the Lease Rate Factor times the Equipment Cost times the number of days from and including the Acceptance Date to the Basic Term Commencement Date as defined herein. Interim Rent shall be due on the Basic Term Commencement Date.

13. **Renewal Option:** Fair Market Value
14. **Purchase Option:** Fair Market Value not to exceed 30% of Original Equipment Cost.
15. **Minimum Liability Insurance Coverage** to be carried by Lessee per section 12(A) of the Master Equipment Lease Agreement is \$10,000,000.00 per occurrence.
16. For purposes of this schedule only, Lessor hereby agrees to waive Opinion of Lessee's counsel.
17. **RETURN OF EQUIPMENT:** Notwithstanding anything to the contrary in Section 22 of the Master Equipment Lease Agreement No. 1801174, upon termination of this Lease by expiration of the term thereof or in the event of Lessee's default, as hereinafter defined, Lessee will, at its own cost and expense, promptly return the Rail Car Mover to Lessor at an address specified by Lessor. The Rail Car Mover shall be in as good condition and state of repair as at the time of delivery, ordinary wear and tear and changes and alterations properly made by Lessee as permitted under this lease expected, in Average Saleable Condition as hereinafter defined and normal depreciation expected. Lessee will pay for any repairs required to place Rail Car Mover in Average Saleable Condition including parts and labor. Lessee shall, without delay, cause the Rail Car Mover to be insured and delivered to Lessor to such location as Lessor shall direct.

The term "Average Saleable Condition" shall mean and shall apply to any Rail Car Mover returned to Lessor under Section 8 of Master Equipment Lease Agreement No. 1801174 when all of the following conditions are met:

Tires: On each Rail Car Mover, tires shall be matched as to type and tread design and have a minimum of 50% remaining tread on original casings on front tires excluding core depth, and 50% remaining tread on either original, regrooved or recapped casings on rear tires excluding core depth. All tires regrooved or recapped casings on rear tires excluding core depth. All tires shall meet or exceed "Bandag Rubber Corporation" Standard casing inspection.

Engine: The engine for each Rail Car Mover must have been maintained in accordance with manufacturer's recommendations, including overhauling as required. At the time of return, the engine must be capable of meeting manufacturer's minimum operational specifications while under full load. There shall be no water in the oil supply nor oil in the cooling system. Determination of whether or not these specifications are met shall be made by subjecting such engine to Crankcase, Manifold Pressure, and Dynamometer test as well as road test, which tests must be performed by a factory-authorized service center.

Transmission and Rear Axle: The transmission and rear axle for each Rail Car Mover must also meet

manufacturer's minimum operating specifications under full load as determined by standard testing procedures.

Brakes: Brake Lining for each Rail Car Mover on all wheels will have a remaining life of 50%. Brake drums shall not be cracked or warped and shall not exceed manufacturer's recommended wear limits.

General Condition: All equipment originally furnished with the Rail Car Mover shall be installed and intact and in good working order. Damage to exterior or interior materials may not exceed \$500.00 cost of repairs for each Rail Car Mover. There shall be no brakes or cracks in the windshield or any other glass items including but not limited to headlights and mirrors. All operating components of the Rail Car Mover must meet applicable Rail Car Mover inspections standards and be able to perform their function as originally intended. All mechanical and electrical equipment, including radios, heater, etc., must be in proper operating condition for each Rail Car Mover. The Rail Car Mover shall be free of any special advertising, lettering or other markings.

Documents and Letters: All Maintenance records, maintenance record jackets, repair orders, log books and all other similar documents must be made available at any time for inspection at the request of Lessor. Upon any event of return of the Rail Car Mover, these records, in their entirety, if requested by the Lessor, will be returned to the Lessor.

Costs: All tests and inspections in regards to this Sections will be at Lessee's expense.

18. THIS SCHEDULE AND ITS TERMS AND CONDITIONS ARE HEREBY INCORPORATED BY REFERENCE IN THE ABOVE MASTER EQUIPMENT LEASE AGREEMENT. LESSEE PERMITS LESSOR TO INSERT MODEL AND SERIAL NUMBERS OF EQUIPMENT WHEN DETERMINED BY LESSOR. LESSEE REPRESENTS AND WARRANTS THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN ITS BUSINESS OR FINANCIAL CONDITION SINCE THE DATE SET FORTH IN SECTION 2 OF THE LEASE.

Accepted by:

PITNEY BOWES CREDIT CORPORATION (Lessor)

Name: Michael J. Levy

Title: MICHAEL J. LEVY
Vice President
Credit Operations

Date: September 29, 1995

CONAGRA, INC. (Lessee)

Name: M. E. Lacey

Title: V.P. & Corporate Treasurer

Date: September 29, 1995

LEASE SCHEDULE

Master Equipment

Lease Agreement No.: 1801174

Exhibit A

Master Equipment

Lease Agreement Date: 4/24/92

Recordation Number 17892-P

Lease Schedule No: 815

Lease Schedule Date: October 13, 1995 Seven (7) year class recovery property
between **PITNEY BOWES CREDIT CORPORATION** (Lessor) and **CONAGRA, INC.** (Lessee).

1. **Equipment Description** **Manufacturer Model & Serial Number**

One (1) Used Rebuilt Trackmobile Model 5TM Serial Number 51466
including all attachments, accessories and substitutions.

2. **Equipment Location**

The above Equipment is to be located and delivered to Lessee's premises at
Wall, South Dakota.

3. **Billing Address**

Dakota Mill & Grain. P.O. Box 2340, Rapid City, SD 57709-2340 Attn: Ron Mitzel.

4. **Original Rental Term**

One Hundred and Twenty (120) Months. Payable monthly in advance.

5. The Original Equipment Cost shall be \$46,500.00.

6. The Lease Rate Factor shall be 1.097994 %.

7. Aggregate Rental for Original Rental Term shall be \$ 61,268.40 .

8. Rental Payment shall be \$ 510.57; plus applicable sales tax.

9. Basic Term Commencement Date shall be October 30, 1995 .

10. Basic Term Expiration Date shall be October 30, 2005 .

11. The First Rental Payment shall be due on the Basic Term Commencement Date as defined herein. All subsequent rentals shall be due on the last day of each consecutive month for the remainder of the Original Term.

12. Lessee hereby agrees to pay Lessor Interim Rent from the date of acceptance and delivery through the date of the Basic Term Commencement Date.

Interim Rent shall be 1/30th of the Lease Rate Factor times the Equipment Cost times the number of days from and including the Acceptance Date to the Basic Term Commencement Date as defined herein. Interim Rent shall be due on the Basic Term Commencement Date.

13. **Renewal Option:** Fair Market Value

14. **Purchase Option:** Fair Market Value

15. Minimum Liability Insurance Coverage to be carried by Lessee per section 12(A) of the Master Equipment Lease Agreement is \$10,000,000.00 per occurrence.

16. For purposes of this schedule only, Lessor hereby agrees to waive Opinion of Lessee's counsel.

17. **RETURN OF EQUIPMENT:** Notwithstanding anything to the contrary in Section 22 of the Master Equipment Lease Agreement No. 1801174, upon termination of this Lease by expiration of the term thereof or in the event of Lessee's default, as hereinafter defined, Lessee will, at its own cost and expense, promptly return the Rail Car Mover to Lessor at an address specified by Lessor. The Rail Car Mover shall be in as good condition and state of repair as at the time of delivery, ordinary wear and tear and changes and alterations properly made by Lessee as permitted under this lease expected, in Average Saleable Condition as hereinafter defined and normal depreciation expected. Lessee will pay for any repairs required to place Rail Car Mover in Average Saleable Condition including parts and labor. Lessee shall, without delay, cause the Rail Car Mover to be insured and delivered to Lessor to such location as Lessor shall direct.

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Transmission and Rear Axle: The transmission and rear axle for each Rail Car Mover must also meet manufacturer's minimum operating specifications under full load as determined by standard testing procedures.

Brakes: Brake Lining for each Rail Car Mover on all wheels will have a remaining life of 50%. Brake drums shall not be cracked or warped and shall not exceed manufacturer's recommended wear limits.

General Condition: All equipment originally furnished with the Rail Car Mover shall be installed and intact and in good working order. Damage to exterior or interior materials may not exceed \$500.00 cost of repairs for each Rail Car Mover. There shall be no brakes or cracks in the windshield or any other glass items including but not limited to headlights and mirrors. All operating components of the Rail Car Mover must meet applicable Rail Car Mover inspections standards and be able to perform their function as originally intended. All mechanical and electrical equipment, including radios, heater, etc., must be in proper operating condition for each Rail Car Mover. The Rail Car Mover shall be free of any special advertising, lettering or other markings.

Documents and Letters: All Maintenance records, maintenance record jackets, repair orders, log books and all other similar documents must be made available at any time for inspection at the request of Lessor. Upon any event of return of the Rail Car Mover, these records, in their entirety, if requested by the Lessor, will be returned to the Lessor.

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Accepted by:

PITNEY BOWES CREDIT CORPORATION (Lessor)

Name: Michael J. Leyh

Title: MICHAEL J. LEYH
Vice President
Credit/Operations

Date: October 13, 1995

CONAGRA, INC. (Lessee)

Name: M. E. Lacey

Title: V.P. Corporate Treasurer

Date: 10/13/95

Huntsmen / Exhibit A

Recordation Number 17942

EXHIBIT

Schedule of Filings and Recordations

1. Master Equipment Lease Agreement dated as of September 18, 1992 and filed with the Interstate Commerce Commission on September 22, 1992 at 10:45 a.m. as Recordation No. 17942.
2. Assignment, Assumption and Amendment Agreement dated December 31, 1993 and filed with the Interstate Commerce Commission on January 5, 1994 at 12:50 p.m. as Recordation No. 17942-A

EXHIBIT C

Page 1

Huntsman Chemical Railcar Assignment Listing

<u>Billings#</u>	<u>Sch.</u>	<u>Railcar Number</u>	<u>Term</u>	<u>Rent Amount</u>	<u>Term</u>	<u>Rent Amount</u>
0057083	812	000870HC	21	\$493.73	30	\$603.45
0057083	815	000874HC	21	\$493.73	30	\$603.45
0057083	816	000875HC	21	\$493.73	30	\$603.45
0057083	817	000876HC	21	\$493.73	30	\$603.45
0057083	826	000877HC	21	\$493.73	30	\$603.45
0057083	827	000879HC	21	\$493.73	30	\$603.45
0057083	828	000891HC	21	\$518.42	30	\$633.62
0057091	803	000787HC	21	\$518.42	30	\$633.62
0057117	883	005582HC	21	\$567.79	30	\$693.97
0057133	856	005631HC	21	\$567.79	30	\$693.97
0057133	870	005645HC	21	\$567.79	30	\$693.97
0057133	897	005672HC	21	\$567.79	30	\$693.97
0057141	807	005681HC	21	\$567.79	30	\$693.97
0057141	815	005689HC	21	\$567.79	30	\$693.97

14 5250 Cu. FL Cars

0057208	819	058500HC	21	\$870.51	30	\$1,063.95
0057208	822	058503HC	21	\$870.51	30	\$1,063.95
0057208	823	058504HC	21	\$870.51	30	\$1,063.95
0057208	824	058505HC	21	\$870.51	30	\$1,063.95
0057208	825	058506HC	21	\$870.51	30	\$1,063.95
0057208	826	058507HC	21	\$870.51	30	\$1,063.95
0057208	827	058509HC	21	\$870.51	30	\$1,063.95
0057208	868	058510HC	21	\$870.51	30	\$1,063.95
0057208	829	058511HC	21	\$870.51	30	\$1,063.95
0057208	830	058512HC	21	\$870.51	30	\$1,063.95
0057208	832	058514HC	21	\$870.51	30	\$1,063.95
0057208	833	058515HC	21	\$870.51	30	\$1,063.95
0057208	834	058516HC	21	\$870.51	30	\$1,063.95
0057208	835	058517HC	21	\$870.51	30	\$1,063.95
0057208	836	058518HC	21	\$870.51	30	\$1,063.95
0057208	838	058520HC	21	\$870.51	30	\$1,063.95
0057208	839	058521HC	21	\$870.51	30	\$1,063.95
0057208	840	058522HC	21	\$870.51	30	\$1,063.95
0057208	842	058524HC	21	\$870.51	30	\$1,063.95
0057208	843	058525HC	21	\$870.51	30	\$1,063.95
0057208	844	058526HC	21	\$870.51	30	\$1,063.95
0057208	845	058527HC	21	\$870.51	30	\$1,063.95
0057208	846	058528HC	21	\$870.51	30	\$1,063.95

Huntsman Chemical Railcar Assignment Listing

<u>Bill#</u>	<u>Sch.</u>	<u>Railcar Number</u>	<u>Term</u>	<u>Rent Amount</u>	<u>Term</u>	<u>Rent Amount</u>
0057208	847	058529HC	21	\$870.51	30	\$1,063.95
0057208	848	058530HC	21	\$870.51	30	\$1,063.95
0057208	849	058531HC	21	\$870.51	30	\$1,063.95
0057208	850	058532HC	21	\$870.51	30	\$1,063.95
0057208	851	058533HC	21	\$870.51	30	\$1,063.95
0057208	852	058534HC	21	\$870.51	30	\$1,063.95
0057208	853	058535HC	21	\$870.51	30	\$1,063.95
0057208	855	058537HC	21	\$870.51	30	\$1,063.95
0057208	856	058538HC	21	\$870.51	30	\$1,063.95
0057208	858	058540HC	21	\$870.51	30	\$1,063.95
0057208	860	058542HC	21	\$870.51	30	\$1,063.95
0057208	861	058543HC	21	\$870.51	30	\$1,063.95
0057208	862	058544HC	21	\$870.51	30	\$1,063.95
0057208	864	058546HC	21	\$870.51	30	\$1,063.95
0057208	865	058547HC	21	\$870.51	30	\$1,063.95
0057208	866	058548HC	21	\$870.51	30	\$1,063.95
0057208	867	058549HC	21	\$870.51	30	\$1,063.95
0057208	871	058552HC	21	\$870.51	30	\$1,063.95
0057208	872	058553HC	21	\$870.51	30	\$1,063.95
0057208	873	058554HC	21	\$870.51	30	\$1,063.95
0057208	874	058555HC	21	\$870.51	30	\$1,063.95
0057208	875	058556HC	21	\$870.51	30	\$1,063.95
0057208	877	058558HC	21	\$870.51	30	\$1,063.95
0057208	878	058559HC	21	\$870.51	30	\$1,063.95
0057208	879	058560HC	21	\$870.51	30	\$1,063.95
0057208	880	058561HC	21	\$870.51	30	\$1,063.95
0057208	881	058562HC	21	\$870.51	30	\$1,063.95
0057208	882	058563HC	21	\$870.51	30	\$1,063.95
0057208	884	058565HC	21	\$870.51	30	\$1,063.95
0057208	885	058566HC	21	\$870.51	30	\$1,063.95
0057208	886	058567HC	21	\$870.51	30	\$1,063.95
0057208	887	058568HC	21	\$870.51	30	\$1,063.95
0057208	888	058569HC	21	\$870.51	30	\$1,063.95
0057208	889	058570HC	21	\$870.51	30	\$1,063.95
0057208	890	058571HC	21	\$870.51	30	\$1,063.95
0057208	891	058572HC	21	\$870.51	30	\$1,063.95
0057208	893	058574HC	21	\$870.51	30	\$1,063.95
0057208	894	058575HC	21	\$870.51	30	\$1,063.95
0057208	895	058576HC	21	\$870.51	30	\$1,063.95

Huntsman Chemical Railcar Assignment Listing

<u>Billing#</u>	<u>Sch.</u>	<u>Railcar Number</u>	<u>Term</u>	<u>Rent Amount</u>	<u>Term</u>	<u>Rent Amount</u>
0057208	897	058578HC	21	\$870.51	30	\$1,063.95
0057208	898	058579HC	21	\$870.51	30	\$1,063.95
0057208	899	058580HC	21	\$870.51	30	\$1,063.95
0057218	801	058581HC	21	\$870.51	30	\$1,063.95
0057216	802	058582HC	21	\$870.51	30	\$1,063.95
0057216	803	058583HC	21	\$870.51	30	\$1,063.95
0057216	804	058584HC	21	\$870.51	30	\$1,063.95
0057216	805	058585HC	21	\$870.51	30	\$1,063.95
0057216	806	058586HC	21	\$870.51	30	\$1,063.95
0057216	807	058587HC	21	\$870.51	30	\$1,063.95
0057216	808	058588HC	21	\$870.51	30	\$1,063.95
0057216	809	058589HC	21	\$870.51	30	\$1,063.95
0057216	810	058590HC	21	\$870.51	30	\$1,063.95
0057216	811	058591HC	21	\$870.51	30	\$1,063.95
0057216	812	058592HC	21	\$870.51	30	\$1,063.95
0057216	813	058593HC	21	\$870.51	30	\$1,063.95
0057216	814	058594HC	21	\$870.51	30	\$1,063.95
0057216	815	058595HC	21	\$870.51	30	\$1,063.95
0057216	816	058596HC	21	\$870.51	30	\$1,063.95
0057216	817	058597HC	21	\$870.51	30	\$1,063.95
0057216	818	058598HC	21	\$870.51	30	\$1,063.95
0057216	819	058599HC	21	\$870.51	30	\$1,063.95
0057216	820	058600HC	21	\$870.51	30	\$1,063.95
0057216	822	058602HC	21	\$870.51	30	\$1,063.95
0057216	823	058603HC	21	\$870.51	30	\$1,063.95
0057216	824	058604HC	21	\$870.51	30	\$1,063.95
0057216	825	058605HC	21	\$870.51	30	\$1,063.95
0057216	826	058606HC	21	\$870.51	30	\$1,063.95
0057216	827	058607HC	21	\$870.51	30	\$1,063.95
0057216	828	058608HC	21	\$870.51	30	\$1,063.95
0057216	829	058609HC	21	\$870.51	30	\$1,063.95
0057216	831	058611HC	21	\$870.51	30	\$1,063.95
0057216	832	058612HC	21	\$870.51	30	\$1,063.95
0057216	833	058613HC	21	\$870.51	30	\$1,063.95
0057216	834	058614HC	21	\$870.51	30	\$1,063.95
0057216	836	058616HC	21	\$870.51	30	\$1,063.95
0057216	837	058617HC	21	\$870.51	30	\$1,063.95
0057216	838	058618HC	21	\$870.51	30	\$1,063.95

Huntsman Chemical Railcar Assignment Listing

<u>Billing#</u>	<u>Sch.</u>	<u>Railcar Number</u>	<u>Term</u>	<u>Rent Amount</u>	<u>Term</u>	<u>Rent Amount</u>
0057216	839	058619HC	21	\$870.51	30	\$1,063.95
0057216	840	058620HC	21	\$870.51	30	\$1,063.95
0057216	841	058621HC	21	\$870.51	30	\$1,063.95
0057216	842	058622HC	21	\$870.51	30	\$1,063.95
0057216	843	058623HC	21	\$870.51	30	\$1,063.95
0057216	844	058624HC	21	\$870.51	30	\$1,063.95
0057216	845	058625HC	21	\$870.51	30	\$1,063.95
0057216	846	058626HC	21	\$870.51	30	\$1,063.95
0057216	847	058627HC	21	\$870.51	30	\$1,063.95
0057216	848	058628HC	21	\$870.51	30	\$1,063.95
0057216	849	058629HC	21	\$870.51	30	\$1,063.95
0057216	850	058630HC	21	\$870.51	30	\$1,063.95
0057216	851	058631HC	21	\$870.51	30	\$1,063.95
0057216	853	058633HC	21	\$870.51	30	\$1,063.95
0057216	854	058634HC	21	\$870.51	30	\$1,063.95
0057216	855	058635HC	21	\$870.51	30	\$1,063.95
0057216	856	058636HC	21	\$870.51	30	\$1,063.95
0057216	857	058637HC	21	\$870.51	30	\$1,063.95
0057216	858	058638HC	21	\$870.51	30	\$1,063.95
0057216	859	058639HC	21	\$870.51	30	\$1,063.95
0057216	860	058640HC	21	\$870.51	30	\$1,063.95
0057216	862	058642HC	21	\$870.51	30	\$1,063.95
0057216	863	058643HC	21	\$870.51	30	\$1,063.95
0057216	864	058644HC	21	\$870.51	30	\$1,063.95
0057216	865	058645HC	21	\$870.51	30	\$1,063.95
0057216	866	058646HC	21	\$870.51	30	\$1,063.95
0057216	868	058648HC	21	\$870.51	30	\$1,063.95
0057216	869	058649HC	21	\$870.51	30	\$1,063.95
0057216	870	058650HC	21	\$870.51	30	\$1,063.95
0057216	871	058651HC	21	\$870.51	30	\$1,063.95
0057216	872	058652HC	21	\$870.51	30	\$1,063.95
0057216	873	058653HC	21	\$870.51	30	\$1,063.95
0057216	874	058654HC	21	\$870.51	30	\$1,063.95
0057216	875	058655HC	21	\$870.51	30	\$1,063.95
0057216	876	058656HC	21	\$870.51	30	\$1,063.95
0057216	877	058657HC	21	\$870.51	30	\$1,063.95
0057216	878	058658HC	21	\$870.51	30	\$1,063.95
0057216	879	058659HC	21	\$870.51	30	\$1,063.95

Huntsman Chemical Railcar Assignment Listing

<u>Billing#</u>	<u>Sch.</u>	<u>Railcar Number</u>	<u>Term</u>	<u>Rent Amount</u>	<u>Term</u>	<u>Rent Amount</u>
0057216	800	058660HC	21	\$870.51	30	\$1,063.95
0057216	881	058661HC	21	\$870.51	30	\$1,063.95
0057216	883	058663HC	21	\$870.51	30	\$1,063.95
0057216	884	058664HC	21	\$870.51	30	\$1,063.95
0057218	885	058665HC	21	\$870.51	30	\$1,063.95
0057216	886	058666HC	21	\$870.51	30	\$1,063.95
0057210	887	058667HC	21	\$870.51	30	\$1,063.95
0057216	888	058668HC	21	\$870.51	30	\$1,063.95
0057216	889	058669HC	21	\$870.51	30	\$1,063.95
0057218	890	058670HC	21	\$870.51	30	\$1,063.95
0057216	891	058671HC	21	\$870.51	30	\$1,063.95
0057216	892	058672HC	21	\$870.51	30	\$1,063.95
0057216	893	058673HC	21	\$870.51	30	\$1,063.95
0057216	894	058674HC	21	\$870.51	30	\$1,063.95
0057216	895	058675HC	21	\$870.51	30	\$1,063.95
0057216	896	058676HC	21	\$870.51	30	\$1,063.95
0057216	898	058678HC	21	\$870.51	30	\$1,063.95
0057224	801	058680HC	21	\$870.51	30	\$1,063.95
0057224	802	058681HC	21	\$870.51	30	\$1,063.95
0057224	803	058682HC	21	\$870.51	30	\$1,063.95
0057224	804	058683HC	21	\$870.51	30	\$1,063.95
0057224	805	058684HC	21	\$870.51	30	\$1,063.95
0057224	806	058685HC	21	\$870.51	30	\$1,063.95
0057224	807	058686HC	21	\$870.51	30	\$1,063.95
0057224	808	058687HC	21	\$870.51	30	\$1,063.95
0057224	809	058688HC	21	\$870.51	30	\$1,063.95
0057224	810	058689HC	21	\$870.51	30	\$1,063.95
0057224	811	058690HC	21	\$870.51	30	\$1,063.95
0057224	812	058691HC	21	\$870.51	30	\$1,063.95
0057224	813	058692HC	21	\$870.51	30	\$1,063.95
0057224	814	058693HC	21	\$870.51	30	\$1,063.95
0057224	816	058695HC	21	\$870.51	30	\$1,063.95

170 Cars

Total of	184 Cars
-----------------	-----------------

\$155,392.66

\$189,923.28

147,986.70

180,871.50

Exhibit A

Recordation Number 17971

RAILROAD EQUIPMENT LEASE

Dated as of October 9, 1992

Between

TRINITY INDUSTRIES LEASING COMPANY, as LESSEE

And

PITNEY BOWES CREDIT CORPORATION, as LESSOR

As further described in Section 26(h), to the extent, if any, that this Lease constitutes chattel paper (as such term is defined in the Uniform Commercial Code as in effect in any applicable jurisdiction), no security interest in this Lease may be created through the transfer or possession of any counterpart other than Counterpart Number 1. This is Counterpart Number 3.

Filed and Recorded with the
Interstate Commerce Commission
on _____, at
_____ and
given Recordation No. _____.

EXHIBIT A, attached to and forming a part of the Railroad Equipment Lease dated as of October 9, 1992 entered into by and between Trinity Industries Leasing Company, a Delaware corporation ("Lessee"), and Pitney Bowes Credit Corporation ("Lessor").

Equipment Description

One Hundred Forty ¹³⁸ ~~(140)~~ 17,574 gallon capacity DOT 111A100W1 railroad tank cars

Running Numbers: CCLX 1200 - 1339

Handwritten:
CCLX 1290 10/20/95
CCLX 1293 9/21/95

Handwritten:
7, 1, 30 00

ALVORD AND ALVORD
ATTORNEYS AT LAW
918 SIXTEENTH STREET, N.W.
SUITE 200
WASHINGTON, D.C.
20006-2973
(202) 393-2266
FAX (202) 393-2156

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

October 8, 1992

17971

OCT 8 1992 - 2 50 PM

INTERSTATE COMMERCE COMMISSION

Mr. Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Oct 11 2 50 PM '92

Dear Mr. Strickland:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two (2) fully executed and acknowledged copies of an Railroad Equipment Lease dated as of October 9, 1992, a primary document as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

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

Lessor: Pitney Bowes Credit Corporation
535 Anton Boulevard, Suite 950
Costa Mesa, California 92526-1902

Lessee: Trinity Industries Leasing Company
2705 State Street
Chicago Heights, Illinois 60411

A description of the railroad equipment covered by the enclosed document is:

One hundred forty (140) 17,574 capacity DOT 111A100W1
railroad tank cars manufactured by Trinity Industries, Inc.
bearing CCLX reporting marks and road numbers 1200 through
1339, both inclusive.

Mr. Sidney L. Strickland, Jr.
September 28, 1992
Page Two

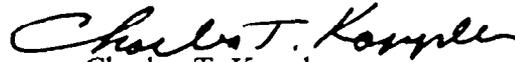
Also enclosed is a check in the amount of \$16 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return a stamped copy of the enclosed document (Counterpart Number 1) to the undersigned.

A short summary of the enclosed primary document to appear in the Commission's recordation index is:

Railroad Equipment Lease dated as of September 30, 1992 between Pitney Bowes Credit Corporation, as Lessor, and Trinity Industries Leasing Company, as Lessee, covering 140 tank cars, CCLX 1200 - CCLX 1339, both inclusive.

Very truly yours,


Charles T. Kappler

CTK/bg
Enclosures

12. Whereas Lessee desires Basic Term Commencement Date of December 10, 1992 for the Thirty (30) new ACF DOT 111A100W1 tank cars, Car #s FLIX 9001 through 9030 and whereas the equipment is to be delivered to Lessee premises at various intervals starting on or after September 28, 1992, Lessee hereby agrees to pay Lessor Interim Rent from the date of each acceptance and delivery through the date of the Basic Term Commencement Date.

Interim Rent shall be 1/90th of the Lease Rate Factor times the Equipment Cost as defined in each Acceptance Notice times the number of days from and including the Acceptance Date to the Basic Term Commencement Date as defined herein. Interim Rent shall be due on the last day of each month, up to and including the Basic Term Commencement Date on a pro rata basis.

13. Anticipated Delivery and Acceptance Dates shall be Five (5) units on September 28, 1992, Five (5) units on October 5, 1992, Five (5) units on October 12, 1992, Five (5) units on October 19, 1992, Five (5) units on October 26, 1992, and Five (5) units on November 2, 1992.
14. Lessor's economics are based on the Anticipated Delivery and Acceptance Dates. To the extent the actual deliveries and fundings change, the Interim Rent will be adjusted to maintain Lessor's economics at Lessor's sole discretion.
15. Renewal Option: One year terms, up to a maximum of five (5) years, at Fair Rental Value.
16. Purchase Option: Fair Market Value
17. Minimum Liability Insurance Coverage to be carried by Lessee per section 12(A) of the Master Equipment Lease Agreement is \$5,000,000.00 per occurrence.
18. **THIS SCHEDULE AND ITS TERMS AND CONDITIONS ARE HEREBY INCORPORATED BY REFERENCE IN THE ABOVE MASTER EQUIPMENT LEASE AGREEMENT. LESSEE PERMITS LESSOR TO INSERT MODEL AND SERIAL NUMBERS OF EQUIPMENT WHEN DETERMINED BY LESSOR. LESSEE REPRESENTS AND WARRANTS THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN ITS BUSINESS OR FINANCIAL CONDITION SINCE THE DATE SET FORTH IN SECTION 2 OF THE LEASE.**

Accepted by:

PITNEY BOWES CREDIT CORPORATION
(Lessor)

Name: _____

Title: _____

Date: _____


JOSEPH M. HEIMERT
REGION CREDIT MANAGER

JOSEPH M. HEIMERT
REGION CREDIT MANAGER

10.14.92

FARMLAND INDUSTRIES, INC.
(Lessee)

Name: _____

Title: _____

Date: October 14, 1992


President and CEO

WRB

Exhibit A

Recordation Number 18048

Master Equipment

Lease Agreement No.: 1801356

Account Billing No.: 1801356-801

Master Equipment

Lease Agreement Date: X December 18, 1992

Lessee Purchase

Order No.: _____

Outside Commitment

Date: 12/31/92

Lease Schedule No.: 801

Lease Schedule Date: X December 18, 1992 Seven(7) year class recovery property

Between PITNEY BOWES CREDIT CORPORATION (Lessor) and Union Tank Car Company (Lessee).

1. Equipment Description

Manufacturer Model & Serial Number

Manufacturer: Union Tank Car Company

Model: DOT Class 111A100W1 Tank Cars

Serial Nos.: MGSX 165 through 224

Quantity

Item

60

13,470 gallon capacity, new insulated tank cars

2. Equipment Location

The above Equipment is to be located and delivered to premises of Martin Gas Sales, Inc. at 101 E. Sabine, Kilgore, TX 75662.

3. Billing Address

111 West Jackson Blvd., Chicago, Illinois 60604.

4. Original Equipment Cost

\$2,988,000

5. Original Rental Term

One hundred eighty (180) Months. Payable Monthly in advance.

6. Aggregate Rental For Original Rental Term

\$4,398,811.20 Payable as follows:

Rental Payment of \$24,437.84, plus interim rent, plus applicable Sales/Use Tax.

This first Rental Payment of \$24,437.84, plus applicable Sales/Use Tax is due on Acceptance Date.

7. Number and Amount of Advance Rental Payments

Number: One Amount: \$24,437.84

8. Renewal Option: Fair Market Value, subject to Section 19 of Lease.

9. Purchase Option: Fair Market Value not to exceed 42% of the Original Equipment Cost, subject to Section 18 of Lease.

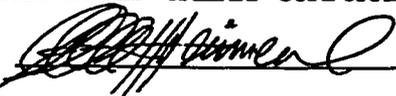
SCHEDULE A
Equipment List

This schedule is attached to and made a part of Lease Schedule 801 dated as of December 18, 19^x92 to Master Equipment Lease Agreement No. 1801356 dated as of December 18, 19^x92 between Pitney Bowes Credit Corporation as Lessor and the undersigned Lessee.

<u>Quantity</u>	<u>Equipment Description</u>	<u>Serial No.</u>	
Sixty (60) 59	13,470 Gallon	MGSX 165	MGSX 195
	Capacity Tank Cars	MGSX 166	MGSX 196
	DOT Class 111A100W1	MGSX 167	MGSX 197
		MGSX 168	MGSX 198
		MGSX 169	MGSX 199
		MGSX 170	MGSX 200
		MGSX 171	MGSX 201
		MGSX 172	MGSX 202
		MGSX 173	MGSX 203
		MGSX 174	MGSX 204
		MGSX 175	MGSX 205
		MGSX 176	MGSX 206
		MGSX 177	MGSX 207
		MGSX 178	MGSX 208
		MGSX 179	MGSX 209 Cas
		MGSX 180	MGSX 210
		MGSX 181	MGSX 211
		MGSX 182	MGSX 212
		MGSX 183	MGSX 213
		MGSX 184	MGSX 214
		MGSX 185	MGSX 215
		MGSX 186	MGSX 216
		MGSX 187	MGSX 217
		MGSX 188	MGSX 218
	MGSX 189	MGSX 219	
	MGSX 190	MGSX 220	
	MGSX 191	MGSX 221	
	MGSX 192	MGSX 222	
	MGSX 193	MGSX 223	
	MGSX 194	MGSX 224	

Together with all accessories, additions and attachments thereto and substitutions and replacements therefor.

This schedule is hereby verified correct and undersigned acknowledges receipt of a copy.

LESSOR:
PITNEY BOWES CREDIT CORPORATION
By: 
Printed Name: JOSEPH M. HEIMERL
REGION CREDIT MANAGER
Title: _____

LESSEE:
UNION TANK CAR COMPANY
By: x 
Printed Name: x K.P. Fischl
Title: x Vice President

Exhibit A

Recordation Number 18055

LEASE SCHEDULE

Master Equipment
Lease Agreement No.: 0063842 Account Billing No.: _____

Master Equipment
Lease Agreement Date: December 3, 1992 Lessee Purchase
Order No.: _____

Lease Schedule No.: 801 Outside Commitment
Date: February 28, 1993

Lease Schedule Date: December 23, 1992 7 year class recovery property

Between PITNEY BOWES CREDIT CORPORATION (Lessor) and MAGMA COPPER COMPANY
(Lessee.)

1. Equipment Description

Fifty-three (53) 13,946 gallon railroad tank cars, DOT 11A100W2, non-coiled and non-insulated, manufactured in 1992 by Trinity Industries as more fully described on Schedule A attached hereto and made a part hereof.

2. Equipment Location

The above Equipment is to be delivered to Lessee's premises at San Manuel, AZ.

3. Billing Address

Accounts Payable, P. O. Box M, San Manuel, AZ 85631.

4. Original Rental Term

One Hundred Eighty Months. Payable monthly in advance.

5. Aggregate Rental For Original Rental Term

\$3,389,725.80 Payable as follows:
Rental Payment of \$18,831.81, plus interim rent, plus applicable Sales/Use Tax. The first Rental Payment of \$18,831.81, plus applicable Sales/Use Tax is due on December 30, 1992.

6. Number and Amount of Advance Rental Payments

Number: One Amount: \$18,831.81

7. Renewal Option Five (5) Annual Fair Market Value Renewals

8. Purchase Option Fair Market Value not to exceed fifty-five percent (55%) of original equipment cost.

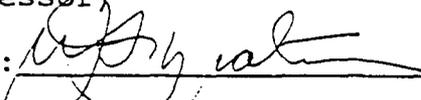
9. Minimum Liability Insurance Coverage to be carried by Lessee per Section 12(A) of the Master Equipment Lease Agreement is \$20,000,000.00 in the aggregate.



10. THIS SCHEDULE AND ITS TERMS AND CONDITIONS ARE HEREBY INCORPORATED BY REFERENCE IN THE ABOVE MASTER EQUIPMENT LEASE AGREEMENT. LESSEE PERMITS LESSOR TO INSERT MODEL AND SERIAL NUMBERS OF EQUIPMENT WHEN DETERMINED BY LESSOR. LESSEE REPRESENTS AND WARRANTS THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN ITS BUSINESS OR FINANCIAL CONDITION SINCE THE DATE SET FORTH IN SECTION 2 OF THE LEASE.

Accepted by:

PITNEY BOWES CREDIT CORPORATION
(Lessor)

By: 

Printed Name: John K. Fitzpatrick

Title: Region Vice President

Date: December 23, 1992

MAGMA COPPER COMPANY

(Lessee)

By: 

Printed Name: THOMAS L. GARRETT, JR.

Title: Treasurer

Date: December 23, 1992

SCHEDULE A

This Schedule A is attached to and made a part of Lease Schedule No. 801 dated December 23, 1992 to Master Equipment Lease Agreement No. 0063842 dated December 3, 1992 between Pitney Bowes Credit Corporation, as Lessor, and Magma Copper Comapny, as Lessee.

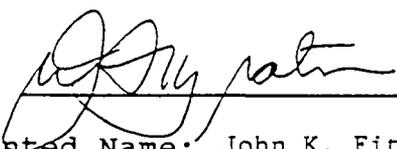
EQUIPMENT DESCRIPTION

Fifty-three (53) 13,946 gallon railroad tank cars, DOT 111A100W2, non-coiled and non-insulated, manufactured in 1992 by Trinity Industries and bearing the following reporting marks:

PVCX 13290 through and including 13299 ✓
PVCX 13302
PVCX 13304
PVCX 13306
PVCX 13315
PVCX 13320
PVCX 13351 through and including 13353
PVCX 13355 through and including 13379
PVCX 13381
PVCX 13382
PVCX 13384 through and including 13387
PVCX 13389
PVCX 13390
PVCX 13393
PVCX 13396

and all attachments, accessions, substitutions thereto.

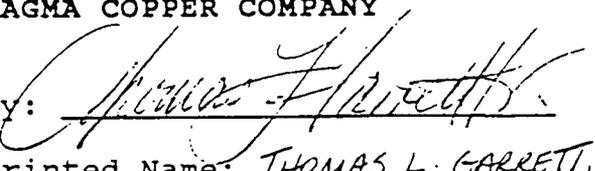
PITNEY BOWES CREDIT CORPORATION

By: 

Printed Name: John K. Fitzpatrick

Title: Region Vice President

MAGMA COPPER COMPANY

By: 

Printed Name: THOMAS L. GARRETT, JR

Title: TREASURER

Exhibit A

Recordation Number 18055-A

Master Equipment

Lease Agreement No.: 0063842

Account Billing No.: _____

Master Equipment Lessee Purchase

Lease Agreement Date: December 3, 1992

Order No.: _____

Lease Schedule No.: 802

Outside Commitment

Date: February 28, 1993

Lease Schedule Date: January 26, 1993

7 year class recovery property

Between PITNEY BOWES CREDIT CORPORATION (Lessor) and MAGMA COPPER COMPANY (Lessee.)

1. Equipment Description

^{5x} ^{6x} ~~Sixty-seven~~ (67) 13,946 gallon railroad tank cars, DOT 11A100W2, non-coiled and non-insulated, manufactured by Trinity Industries, Inc. as more fully described on Schedule A attached hereto and made a part hereof.

2. Equipment Location

The above Equipment is to be delivered to Lessee's premises at San Manuel, AZ.

3. Billing Address

Accounts Payable, P. O. Box M, San Manuel, AZ 85631.

4. Original Rental Term

One Hundred Eighty Months. Payable monthly in advance.

5. Aggregate Rental For Original Rental Term

\$4,396,473.00 Payable as follows: ^{2x 302.00}
Rental Payment of \$24,424.85, plus interim rent, plus applicable Sales/Use Tax. The first Rental Payment of \$24,424.85, plus applicable Sales/Use Tax is due on January 30, 1993.

6. Number and Amount of Advance Rental Payments

Number: One Amount: \$24,424.85

7. Renewal Option Five (5) Annual Fair Market Value Renewals

8. Purchase Option Fair Market Value not to exceed fifty-five percent (55%) of original equipment cost.

9. Minimum Liability Insurance Coverage to be carried by Lessee per Section 12(A) of the Master Equipment Lease Agreement is \$20,000,000.00 in the aggregate.

10. THIS SCHEDULE AND ITS TERMS AND CONDITIONS ARE HEREBY INCORPORATED BY REFERENCE IN THE ABOVE MASTER EQUIPMENT LEASE AGREEMENT. LESSEE PERMITS LESSOR TO INSERT MODEL AND SERIAL NUMBERS OF EQUIPMENT WHEN DETERMINED BY LESSOR. LESSEE REPRESENTS AND WARRANTS THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN ITS BUSINESS OR FINANCIAL CONDITION SINCE THE DATE SET FORTH IN SECTION 2 OF THE LEASE.

Accepted by:

PITNEY BOWES CREDIT CORPORATION
(Lessor)

By: 

Printed Name: John K. Fitzpatrick

Title: Region Vice President

Date: January 26, 1993

MAGMA COPPER COMPANY
(Lessee)

By: 

Printed Name: Thomas L. Garrett, Jr.

Title: Treasurer

Date: January 26, 1993

STATE OF ARIZONA)
) ss
COUNTY OF PIMA)

On this 27th day of January, 1993 before me personally appeared Thomas L. Garrett, Jr., to me personally known, who being by me duly sworn says that such person is Treasurer of Magma Copper Company, that the foregoing Lease Schedule was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

My Commission Expires Oct. 23, 1996

SCHEDULE A

This Schedule A is attached to and made a part of Lease Schedule No. 802 dated January 26, 1993 to Master Equipment Lease Agreement No. 0063842 dated December 3, 1992 between Pitney Bowes Credit Corporation, as Lessor, and Magma Copper Comapny, as Lessee.

EQUIPMENT DESCRIPTION

Sixty-seven ⁶⁶ (67) 13,946 gallon railroad tank cars, DOT 111A100W2, non-coiled and non-insulated, manufactured by Trinity Industries, Inc. and bearing the following reporting marks:

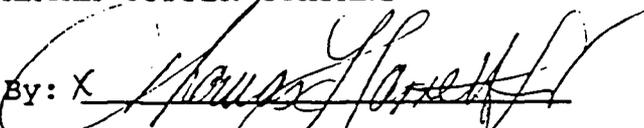
- PVCX 13300
- PVCX 13301
- PVCX 13303
- PVCX 13305
- PVCX 13307 through 13314
- PVCX 13316 through 13319
- PVCX 13321 through 13350
- PVCX 13354
- ~~PVCX 13380~~ *car at*
- PVCX 13383
- PVCX 13388
- PVCX 13391
- PVCX 13392
- PVCX 13394
- PVCX 13395
- PVCX 13397 through 13409

and all attachments, accessions, substitutions thereto.

PITNEY BOWES CREDIT CORPORATION

By: 
Printed Name: John K. Fitzpatrick
Title: Region Vice President

MAGMA COPPER COMPANY

By: 
Printed Name: Thomas L. Garrett, Jr.
Title: Treasurer

The First Rental Payment shall be due on the March 31, 1993. All subsequent rentals shall be due on the last day of each third month for the remainder of the Original Rental Term.

Whereas Lessee desires Basic Term Commencement Date of December 30, 1993 for the Four hundred (400) 5800 cubic feet covered rail hopper cars manufactured by ACF, Inc. and whereas the equipment is to be delivered to Lessee premises at various intervals starting on or after September 20, 1993, Lessee hereby agrees to pay Lessor Interim Rent from the date of each acceptance and delivery through the date of the Basic Term Commencement Date.

Interim Rent shall be 1/90th of the Lease Rate Factor times the Equipment Cost times the number of days from and including the Acceptance Date to the Basic Term Commencement Date as defined herein. Payments of interim rent are due and payable ~~within ten (10) days of Lessee's receipt of an invoice therefor from Lessor~~ on the Basic Term Commencement Date. *AKB*

Renewal Option: N/A *JS*

Purchase Option: The lower of Fair Market Value or 50% of the original cost.

Minimum Liability Insurance Coverage to be carried by Lessee per section 12(A) of the Master Equipment Lease Agreement is \$5,000,000.00 per occurrence.

THIS SCHEDULE AND ITS TERMS AND CONDITIONS ARE HEREBY INCORPORATED BY REFERENCE IN THE ABOVE MASTER EQUIPMENT LEASE AGREEMENT. LESSEE PERMITS LESSOR TO INSERT MODEL AND SERIAL NUMBERS OF EQUIPMENT WHEN DETERMINED BY LESSOR.

Accepted by:

TONEY BOWES CREDIT CORPORATION
(Lessor)

Name: *Matthew [Signature]*
Title: *Regional Credit Manager*
Date: *9/30/93*

HIMONT U.S.A., Inc.
(Lessee)

Name: *William [Signature]*
Title: *Senior V.P.*
Date: *September 30, 1993*

*USP
Dell*

LEASE SCHEDULE

This is Counterpart No. _____ of _____ manually executed counterparts. Only the counterpart numbered "1" is sufficient to transfer Lessor's interest herein and to constitute chattel paper as such term is defined in the Uniform Commercial Code.

Master Equipment
Lease Agreement No.: 7715030

Exhibit A

Master Equipment
Lease Agreement Date: November 30, 1993

Recordation Number 18509

Lease Schedule No: 801

Lease Schedule Date: December 10, 1993 7 year class recovery property

Between PITNEY BOWES CREDIT CORPORATION Lessor and MINNESOTA CORN PROCESSORS (Lessee.)

1. Equipment Description

Sixty-five ³ ~~(65)~~ ⁶³ 17,574 gallon railroad tank cars, DOT111A100W3, manufactured in 1993 by Trinity Industries and bearing the following reporting marks:

AMIX 200000 through and including 200064 - and all attachments, accessories, accessions, and substitutions thereto.

CASINO AMIX 200000, AMIX 200000

2. Equipment Location

The above Equipment is to be located and delivered to Lessee's premises at 400 West Main Street, Marshall, MN 46258-1236.

3. Billing Address

400 West Main Street, Suite 201, Marshall, MN 56258-1236.

4. Original Rental Term

One Hundred-eighty (180) Months. Payable Monthly in Advance.

5. Aggregate Rental For Original Rental Term

\$4,714,443.00 Payable as follows:

cost now 3,557,282

Rental Payment of \$26,191.35, plus interim rent, plus applicable Sales/Use Tax.

25,387.96

This first Rental Payment of \$26,191.35, plus applicable Sales/Use Tax is due on December 10, 1993.

6. Number and Amount of Advance Rental Payments

Number: One Amount: \$26,191.35, plus applicable Sales/Use Tax

7. Renewal Option - Fair Market Value
8. Purchase Option - Fair Market Value
9. Minimum Liability Insurance Coverage to be carried by Lessee per section 12(A) of the Master Equipment Lease Agreement is \$ 5 million per occurrence.
10. ALL OF THE TERMS, COVENANTS AND CONDITIONS SET FORTH IN THE ABOVE REFERENCED MASTER EQUIPMENT LEASE AGREEMENT (THE "LEASE") ARE INCORPORATED HEREIN BY REFERENCE AS IF THE SAME HAD BEEN SET FORTH HEREIN IN FULL. Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the items of Equipment referenced in paragraph 1 above. By their execution and delivery of this Lease Schedule, the parties hereby reaffirm all of the terms and conditions of the Lease (including, without limitation, the representations and warranties of Lessee set forth in Section 24 thereof) except as modified hereby. Lessee permits Lessor to insert model and serial numbers of Equipment when determined by Lessor. Lessee represents and warrants that there has been no material adverse change in its business or financial condition since June 30, 1993.

Accepted by:

PITNEY BOWES CREDIT CORPORATION
(Lessor)

Name: [Signature]

Title: VP

Date: 12/10/93

MINNESOTA CORN PROCESSORS
(Lessee)

Name: [Signature]

Title: President

Date: December 10, 1993

LEASE SCHEDULE

This is Counterpart No. 1 of _____ manually executed counterparts. Only the counterpart numbered "1" is sufficient to transfer Lessor's interest herein and to constitute chattel paper as such term is defined in the Uniform Commercial Code.

Master Equipment
Lease Agreement No.: 7715030 Exhibit A

Master Equipment
Lease Agreement Date: November 30, 1993 Recordation Number 18509-B

Lease Schedule No: 803 C

Lease Schedule Date: February 28, 1994 7 year class recovery property

Between PITNEY BOWES CREDIT CORPORATION Lessor and MINNESOTA CORN PROCESSORS (Lessee.)

1. Equipment Description

Twenty-five (25) 1994, 100 Ton Roller Bearing 30,000 Gallon NC/NI Tank Cars with Handle Extension and Lifter Assister installed, manufactured by ACF Industries and bearing the following reporting marks:

AMIX 300000 through and including 300024 - and all attachments, accessories, accessions, and substitutions thereto.

2. Equipment Location

The above Equipment is to be located and delivered to Lessee's premises at 400 West Main Street, Marshall, MN 56258-1236.

3. Billing Address

400 West Main Street, Suite 201, Marshall, MN 56258-1236.

4. Original Rental Term

One Hundred Eighty (180) Months. Payable Monthly in Advance.

5. Aggregate Rental For Original Rental Term

\$1,656,387.00 Payable as follows:

Rental Payment of \$9,202.15, plus interim rent, plus applicable Sales/Use Tax.

This first Rental Payment of \$9,202.15, plus applicable Sales/Use Tax is due on February 28, 1994.

6. Number and Amount of Advance Rental Payments

Number: One Amount: \$9,202.15, plus applicable Sales/Use Tax

- 7. Renewal Option - Fair Market Value
- 8. Purchase Option - Fair Market Value
- 9. Minimum Liability Insurance Coverage to be carried by Lessee per section 12(A) of the Master Equipment Lease Agreement is \$ 5 million per occurrence.
- 10. ALL OF THE TERMS, COVENANTS AND CONDITIONS SET FORTH IN THE ABOVE REFERENCED MASTER EQUIPMENT LEASE AGREEMENT (THE "LEASE") ARE INCORPORATED HEREIN BY REFERENCE AS IF THE SAME HAD BEEN SET FORTH HEREIN IN FULL. Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the items of Equipment referenced in paragraph 1 above. By their execution and delivery of this Lease Schedule, the parties hereby reaffirm all of the terms and conditions of the Lease (including, without limitation, the representations and warranties of Lessee set forth in Section 24 thereof) except as modified hereby. Lessee permits Lessor to insert model and serial numbers of Equipment when determined by Lessor. Lessee represents and warrants that there has been no material adverse change in its business or financial condition since June 30, 1993.

Accepted by:

PITNEY BOWES CREDIT CORPORATION
(Lessor)

Name: *Michael J. Day*

Title: VICE PRESIDENT CREDIT/OPERATIONS

Date: 2/28/94

MINNESOTA CORN PROCESSORS
(Lessee)

Name: *Richard J. Jensen*

Title: President

Date: 2/28/94

LEASE SCHEDULE

This is Counterpart No. 1 of 1 manually executed counterparts. Only the counterpart numbered "1" is sufficient to transfer Lessor's interest herein and to constitute chattel paper as such term is defined in the Uniform Commercial Code.

Master Equipment
Lease Agreement No.: 7715030 **Exhibit A**

Master Equipment
Lease Agreement Date: November 30, 1993 **Recordation Number 18509-C**

Lease Schedule No: 804

Lease Schedule Date: May 19, 1994 7 year class recovery property

Between PITNEY BOWES CREDIT CORPORATION Lessor and MINNESOTA CORN PROCESSORS (Lessee.)

1. Equipment Description

Twenty-four (24) New 1994, 100 Ton Roller Bearing 30,000 Gallon NC/NI Tank Cars with Handle Extension and Lifter Assister installed, manufactured by ACF Industries and bearing the following reporting marks:

AMIX 300025 through and including 300045, 300047, 300048, 300049 - and all attachments, accessories, accessions, and substitutions thereto.

2. Equipment Location

The above Equipment is to be located and delivered to Lessee's premises at 400 West Main Street, Marshall, MN 56258-1236.

3. Billing Address

400 West Main Street, Suite 201, Marshall, MN 56258-1236.

4. Original Rental Term

One Hundred Eighty (180) Months. Payable Monthly in Advance.

5. Aggregate Rental For Original Rental Term

\$1,616,979.60 Payable as follows:

Rental Payment of \$8,983.22 ✓, plus interim rent, plus applicable Sales/Use Tax.

This first Rental Payment of \$8,983.22, plus applicable Sales/Use Tax is due on May 20, 1994.

- 6. Number and Amount of Advance Rental Payments
Number: One Amount: \$8,983.22, plus applicable Sales/Use Tax
- 7. Renewal Option - Fair Market Value
- 8. Purchase Option - Fair Market Value
- 9. Minimum Liability Insurance Coverage to be carried by Lessee per section 12(A) of the Master Equipment Lease Agreement is \$ 5 million per occurrence.
- 10. ALL OF THE TERMS, COVENANTS AND CONDITIONS SET FORTH IN THE ABOVE REFERENCED MASTER EQUIPMENT LEASE AGREEMENT (THE "LEASE") ARE INCORPORATED HEREIN BY REFERENCE AS IF THE SAME HAD BEEN SET FORTH HEREIN IN FULL. Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the items of Equipment referenced in paragraph 1 above. By their execution and delivery of this Lease Schedule, the parties hereby reaffirm all of the terms and conditions of the Lease (including, without limitation, the representations and warranties of Lessee set forth in Section 24 thereof) except as modified hereby. Lessee permits Lessor to insert model and serial numbers of Equipment when determined by Lessor. Lessee represents and warrants that there has been no material adverse change in its business or financial condition since June 30, 1993.

Accepted by:

PITNEY BOWES CREDIT CORPORATION
(Lessor)

Name: [Signature]

Title: [Signature]

Date: 5/23/94

MINNESOTA CORN PROCESSORS
(Lessee)

Name: Richard Jorgenson

Title: President

Date: 5/20/94 RD

LEASE SCHEDULE

This is Counterpart No. 1 of 1 manually executed counterparts. Only the counterpart numbered "1" is sufficient to transfer Lessor's interest herein and to constitute chattel paper as such term is defined in the Uniform Commercial Code.

Master Equipment
Lease Agreement No.: 7715030

Exhibit A

Master Equipment
Lease Agreement Date: November 30, 1993

Recordation Number 18509-D

Lease Schedule No: 805

Lease Schedule Date: May 31, 1994 7 year class recovery property

Between PITNEY BOWES CREDIT CORPORATION Lessor and MINNESOTA CORN PROCESSORS (Lessee.)

1. Equipment Description

Eleven (11) New 1994, 30143 WG, 119-3/8 ID, NC&NI, DOT111A100W1 Railroad Tankcars manufactured by Trinity Industries, Inc. and bearing the following reporting marks:

AMIX300057	AMIX300062	AMIX300063	AMIX300066
AMIX300067	AMIX300068	AMIX300069	AMIX300070
AMIX300072	AMIX300073	AMIX300074	

and all attachments, accessories, accessions, and substitutions thereto.

2. Equipment Location

The above Equipment is to be located and delivered to Lessee's premises at 3000 E. 8th Street, Columbus NE 68601.

3. Billing Address

400 West Main Street, Suite 201, Marshall, MN 56258-1236.

4. Original Rental Term

One Hundred Eighty (180) Months. Payable Monthly in Advance.

5. Aggregate Rental For Original Rental Term

\$733,503.60 Payable as follows:

Rental Payment of \$4,075.02 ✓, plus interim rent, plus applicable Sales/Use Tax.

This first Rental Payment of \$4,075.02, plus applicable Sales/Use Tax is due on May 31, 1994.

6. Number and Amount of Advance Rental Payments.
Number: One Amount: \$4,075.02, plus applicable Sales/Use Tax
7. Renewal Option - Fair Market Value
8. Purchase Option - Fair Market Value
9. Minimum Liability Insurance Coverage to be carried by Lessee per section 12(A) of the Master Equipment Lease Agreement is \$ 5 million per occurrence.
10. ALL OF THE TERMS, COVENANTS AND CONDITIONS SET FORTH IN THE ABOVE REFERENCED MASTER EQUIPMENT LEASE AGREEMENT (THE "LEASE") ARE INCORPORATED HEREIN BY REFERENCE AS IF THE SAME HAD BEEN SET FORTH HEREIN IN FULL. Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the items of Equipment referenced in paragraph 1 above. By their execution and delivery of this Lease Schedule, the parties hereby reaffirm all of the terms and conditions of the Lease (including, without limitation, the representations and warranties of Lessee set forth in Section 24 thereof) except as modified hereby. Lessee permits Lessor to insert model and serial numbers of Equipment when determined by Lessor. Lessee represents and warrants that there has been no material adverse change in its business or financial condition since June 30, 1993.

Accepted by:

PITNEY BOWES CREDIT CORPORATION
(Lessor)

Name: *Muhad Day*

Title: VP, CREDIT/OPERATIONS

Date: 5/31/94

MINNESOTA CORN PROCESSORS
(Lessee)

Name: *Richard Judelson*

Title: President

Date: 5/31/94

LEASE SCHEDULE

This is Counterpart No. 1 of 1 manually executed counterparts. Only the counterpart numbered "1" is sufficient to transfer Lessor's interest herein and to constitute chattel paper as such term is defined in the Uniform Commercial Code.

Master Equipment
Lease Agreement No.: 7715030

Exhibit A

Master Equipment
Lease Agreement Date: November 30, 1993

Recordation Number 18509-E

Lease Schedule No: 806

Lease Schedule Date: May 31, 1994 7 year class recovery property

Between PITNEY BOWES CREDIT CORPORATION Lessor and MINNESOTA CORN PROCESSORS (Lessee.)

1. Equipment Description: Twenty-four (24) New 1994, 17574 WG, 110-1/4 ID, C&I DOT111A100W3 Railroad Tankcars manufactured by Trinity Industries, Inc. and bearing the following reporting marks:

SYRX200086	SYRX200096	SYRX200099	SYRX200102
SYRX200113	SYRX200124	SYRX200105	SYRX200107
SYRX200110	SYRX200126	SYRX200120	SYRX200152
SYRX200153	SYRX200094	SYRX200130	SYRX200144
SYRX200154	SYRX200093	SYRX200106	SYRX200112
SYRX200114	SYRX200092	SYRX200109	SYRX200143

and all attachments, accessories, accessions, and substitutions thereto.

2. Equipment Location

The above Equipment is to be located and delivered to Lessee's premises at 400 West Main Street, Marshall, MN 56258-1236.

3. Billing Address

400 West Main Street, Suite 201, Marshall, MN 56258-1236.

4. Original Rental Term

One Hundred Eighty (180) Months. Payable Monthly in Advance.

5. Aggregate Rental For Original Rental Term

\$1,813,289.40 Payable as follows:

Rental Payment of \$10,073.83✓, plus interim rent, plus applicable Sales/Use Tax.

This first Rental Payment of \$10,073.83, plus applicable Sales/Use Tax is due on May 31, 1994.

6. Number and Amount of Advance Rental Payments
Number: One Amount: \$10,073.83, plus applicable Sales/Use Tax
7. Renewal Option - Fair Market Value
8. Purchase Option - Fair Market Value
9. Minimum Liability Insurance Coverage to be carried by Lessee per section 12(A) of the Master Equipment Lease Agreement is \$ 5 million per occurrence.
10. ALL OF THE TERMS, COVENANTS AND CONDITIONS SET FORTH IN THE ABOVE REFERENCED MASTER EQUIPMENT LEASE AGREEMENT (THE "LEASE") ARE INCORPORATED HEREIN BY REFERENCE AS IF THE SAME HAD BEEN SET FORTH HEREIN IN FULL. Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the items of Equipment referenced in paragraph 1 above. By their execution and delivery of this Lease Schedule, the parties hereby reaffirm all of the terms and conditions of the Lease (including, without limitation, the representations and warranties of Lessee set forth in Section 24 thereof) except as modified hereby. Lessee permits Lessor to insert model and serial numbers of Equipment when determined by Lessor. Lessee represents and warrants that there has been no material adverse change in its business or financial condition since June 30, 1993.

Accepted by:

PITNEY BOWES CREDIT CORPORATION
(Lessor)

Name: Mukul J. Singh

Title: VP, CREDIT OPERATIONS

Date: _____

MINNESOTA CORN PROCESSORS
(Lessee)

Name: Ronald Ingerson

Title: President

Date: 5/31/94

LEASE SCHEDULE

This is Counterpart No. 1 of 1 manually executed counterparts. Only the counterpart numbered "1" is sufficient to transfer Lessor's interest herein and to constitute chattel paper as such term is defined in the Uniform Commercial Code.

Master Equipment

Lease Agreement No.: 7715030

Exhibit A

Master Equipment

Lease Agreement Date: November 30, 1993

Recordation Number 18509-F

Lease Schedule No: 807

Lease Schedule Date: June 28, 1994 7 year class recovery property

Between PITNEY BOWES CREDIT CORPORATION Lessor and MINNESOTA CORN PROCESSORS (Lessee.)

- 1. Equipment Description: Fourteen (14) New 1994, 30143 WG, 119-3/8 ID, NC&NI DOT111A100W1 Railroad Tankcars manufactured by Trinity Industries, Inc. and bearing the following reporting marks:

AMIX300050	AMIX300051	AMIX300052	AMIX300053
AMIX300054	AMIX300055	AMIX300056	AMIX300058
AMIX300059	AMIX300060	AMIX300061	AMIX300064
AMIX300065	AMIX300071		

and one (1) ACF Industries 100 Ton Roller Bearing 30,000 Gallon NC/NI Tank Car bearing the marks: AMIX300046

and all attachments, accessories, accessions, and substitutions thereto.

- 2. Equipment Location:

The above Equipment is to be located and delivered to Lessee's premises at 3000 E. 8th Street, Columbus, NE 68601.

- 3. Billing Address:

400 West Main Street, Suite 201, Marshall, MN 56258-1236.

- 4. Original Rental Term:

One Hundred Eighty (180) Months. Payable Monthly in Advance.

5. Aggregate Rental For Original Rental Term \$999,916.20 Payable as follows:

Rental Payment of \$5,555.09 ✓, plus interim rent, plus applicable Sales/Use Tax.

This first Rental Payment of \$5,555.09, plus applicable Sales/Use Tax is due on June 30, 1994.

6. Number and Amount of Advance Rental Payments:

Number: One Amount: \$5,555.09, plus applicable Sales/Use Tax

7. Renewal Option - Fair Market Value

8. Purchase Option - Fair Market Value

9. Minimum Liability Insurance Coverage to be carried by Lessee per section 12(A) of the Master Equipment Lease Agreement is \$ 5 million per occurrence.

10. ALL OF THE TERMS, COVENANTS AND CONDITIONS SET FORTH IN THE ABOVE REFERENCED MASTER EQUIPMENT LEASE AGREEMENT (THE "LEASE") ARE INCORPORATED HEREIN BY REFERENCE AS IF THE SAME HAD BEEN SET FORTH HEREIN IN FULL. Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the items of Equipment referenced in paragraph 1 above. By their execution and delivery of this Lease Schedule, the parties hereby reaffirm all of the terms and conditions of the Lease (including, without limitation, the representations and warranties of Lessee set forth in Section 24 thereof) except as modified hereby. Lessee permits Lessor to insert model and serial numbers of Equipment when determined by Lessor. Lessee represents and warrants that there has been no material adverse change in its business or financial condition since June 30, 1993.

Accepted by:

PITNEY BOWES CREDIT CORPORATION
(Lessor)

Name: Russell D. Pipe

Title: Region Credit Manager

Date: June 28, 1994

MINNESOTA CORN PROCESSORS
(Lessee)

Name: X Richard Jenson

Title: President

Date: 6/28/94

LEASE SCHEDULE

Master Equipment
Lease Agreement No.: 7715964

7745247-

Exhibit A

Master Equipment
Lease Agreement Date: June 6, 1994

Recordation Number 18847

Lease Schedule No.: -801 ITC Retained by Lessor: Yes No

Lease Schedule Date: June 10, 1994 7 year class recovery property

Between PITNEY BOWES CREDIT CORPORATION Lessor and U.S. BORAX INC. (Lessee.)

1. Equipment Description

Forty-nine (49) 4,750 cubic food capacity covered Hopper Cars, manufactured in 1994 by Trinity Industries, Inc. and bearing the following reporting marks: BORX 400001 through and including 400028, 400030, 400101, 400102, 400104, 400105, 400107 through and including 400115, 400119, 400122, 400124 through and including 400127, 400129; together with all attachments, accessories, accessions and substitutions thereto.

2. Delivery Location

The above Equipment is to be located and delivered to Lessee's premises at U.S. Borax, Mining and Processing Plant, Boron, CA 93516.

3. Billing Address

26877 Tourney Road, Valencia, CA 91380

4. Original Rental Term

One Hundred Nine-Two (192) Months. Payable Monthly in Advance.

5. Aggregate Rental For Original Rental Term

\$3,622,202.88 Payable as follows:
Rental Payment of \$18,865.64, plus interim rent, plus applicable Sales/Use Tax.

This first Rental Payment of \$18,865.64, plus applicable Sales/Use Tax is due on June 10, 1994.

6. Number and Amount of Advance Rental Payments

Number: One (1) Amount: \$18,865.64, plus applicable Sales/Use Tax

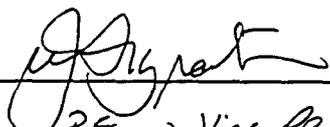
- 7. Renewal Option Fair Market Value (FMV)
- 8. Purchase Option Fair Market Value (FMV)
- 9. Minimum Liability Insurance Coverage to be carried by Lessee per section 12(A) of the Master Equipment Lease Agreement is \$ 5 million per occurrence.

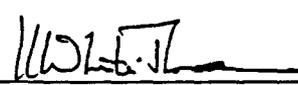
10. THIS SCHEDULE AND ITS TERMS AND CONDITIONS ARE HEREBY INCORPORATED BY REFERENCE IN THE ABOVE MASTER EQUIPMENT LEASE AGREEMENT. LESSEE PERMITS LESSOR TO INSERT MODEL AND SERIAL NUMBERS OF EQUIPMENT WHEN DETERMINED BY LESSOR. LESSEE REPRESENTS AND WARRANTS THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN ITS BUSINESS OR FINANCIAL CONDITION SINCE THE DATE SET FORTH IN SECTION 2 OF THE LEASE.

Accepted by:

PITNEY BOWES CREDIT CORPORATION
(Lessor)

U.S. BORAX INC.
(Lessee)

Name: 
Title: REGION VICE PRESIDENT
Date: JUNE 10, 1994

Name: 
Title: President
Date: June 10, 1994

LEASE SCHEDULE

Master Equipment Lease Agreement No.: 7745847-7715964 Account Billing No.: _____

Master Equipment Lease Agreement Date: June 6, 1994 Exhibit A

Recordation Number 18847-A

Lease Schedule No.: 802

Lease Schedule Date: July 10, 1994 7 year class recovery property

Between PITNEY BOWES CREDIT CORPORATION Lessor and U.S. BORAX INC. (Lessee.)

1. Equipment Description

Ten (10) 4,750 Cubic Foot Capacity Covered Hopper Cars, manufactured in 1994 by Trinity Industries, Inc. and bearing the following reporting marks: BORX 400029, 400103, 400116 through and including 400118, 400120, 400121, 400123, 400128 and 400130; together with all attachments, accessories, accessions and substitutions thereto.

2. Delivery Location

The above Equipment is to be located and delivered to Lessee's premises at U.S. Borax, Mining and Processing Plant, Boron, CA 93516.

3. Billing Address

26877 Tourney Road, Valencia, CA 91380.

4. Original Rental Term

One Hundred Nine-Two (192) Months. Payable Monthly in Advance.

5. Aggregate Rental For Original Rental Term

\$751,797.12 Payable as follows:

Rental Payment of \$3,915.61, plus interim rent, plus applicable Sales/Use Tax.

This first Rental Payment of \$3,915.61, plus applicable Sales/Use Tax is due on July 10, 1994.

6. Number and Amount of Advance Rental Payments

Number: One (1) Amount: \$3,915.61, plus applicable Sales/Use Tax

7. Renewal Option Fair Market Value (FMV)

8. Purchase Option Fair Market Value (FMV)
9. Minimum Liability Insurance Coverage to be carried by Lessee per section 12(A) of the Master Equipment Lease Agreement is \$ 5 million per occurrence.
10. THIS SCHEDULE AND ITS TERMS AND CONDITIONS ARE HEREBY INCORPORATED BY REFERENCE IN THE ABOVE MASTER EQUIPMENT LEASE AGREEMENT. LESSEE PERMITS LESSOR TO INSERT MODEL AND SERIAL NUMBERS OF EQUIPMENT WHEN DETERMINED BY LESSOR. LESSEE REPRESENTS AND WARRANTS THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN ITS BUSINESS OR FINANCIAL CONDITION SINCE THE DATE SET FORTH IN SECTION 2 OF THE LEASE.

Accepted by:

PITNEY BOWES CREDIT CORPORATION
(Lessor)

U.S. BORAX INC.
(Lessee)

Name: Russell D. Pipe

Name: 

Title: Region Credit Manager

Title: President

Date: 7/10/94

Date: July 10, 1994

LEASE SCHEDULE

7745247

Master Equipment
Lease Agreement No.: 7715964 Account Billing No.: _____

Master Equipment
Lease Agreement Date: June 6, 1994

Exhibit A

Recordation Number 18847-B

Lease Schedule No.: 803

Lease Schedule Date: August 10, 1994 7 year class recovery property

Between PITNEY BOWES CREDIT CORPORATION Lessor and U.S. BORAX INC. (Lessee.)

1. Equipment Description

Forty (40) 4,750 Cubic Foot Capacity Covered Hopper Cars, manufactured in 1994 by Trinity Industries, Inc. and bearing the following reporting marks: BORX 400031, 400037, 400038, 400042, 400046, 400050, 400055, 400056, 400059, 400068, 400069, 400072, 400076 through and including 400080, 400087, 400090, 400095, 400097, 400106, 400131 through and including 400133, 400135 through and including 400139, 400143, 400145 through and including 400152 and 400154, together with all attachments, accessories, accessions and substitutions thereto.

2. Delivery Location

The above Equipment is to be located and delivered to Lessee's premises at U.S. Borax, Mining and Processing Plant, Boron, CA 93516.

3. Billing Address

26877 Tourney Road, Valencia, CA 91380.

4. Original Rental Term

One Hundred Nine-Two (192) Months. Payable Monthly in Advance.

5. Aggregate Rental For Original Rental Term

\$3,007,188.48 Payable as follows:

Rental Payment of \$15,662.44, plus interim rent, plus applicable Sales/Use Tax.

This first Rental Payment of \$15,662.44, plus applicable Sales/Use Tax is due on August 10, 1994.

6. Number and Amount of Advance Rental Payments

Number: One (1) Amount: \$15,662.44, plus applicable Sales/Use Tax.

7. Renewal Option Fair Market Value (FMV)
8. Purchase Option Fair Market Value (FMV)
9. Minimum Liability Insurance Coverage to be carried by Lessee per section 12(A) of the Master Equipment Lease Agreement is \$ 5 million per occurrence.
10. THIS SCHEDULE AND ITS TERMS AND CONDITIONS ARE HEREBY INCORPORATED BY REFERENCE IN THE ABOVE MASTER EQUIPMENT LEASE AGREEMENT. LESSEE PERMITS LESSOR TO INSERT MODEL AND SERIAL NUMBERS OF EQUIPMENT WHEN DETERMINED BY LESSOR. LESSEE REPRESENTS AND WARRANTS THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN ITS BUSINESS OR FINANCIAL CONDITION SINCE THE DATE SET FORTH IN SECTION 2 OF THE LEASE.

Accepted by:

PITNEY BOWES CREDIT CORPORATION
(Lessor)

U.S. BORAX INC.
(Lessee)

Name: Russell D. Piper

Name: 

Title: Region Credit Manager

Title: President

Date: 8/10/94

Date: August 10, 1994

LEASE SCHEDULE

7745867

Master Equipment Lease Agreement No.: 7715964 Account Billing No.: _____

Master Equipment Lease Agreement Date: June 6, 1994

Exhibit A

Recordation Number 18847-C

Lease Schedule No.: 804

Lease Schedule Date: September 10, 1994 7 year class recovery property

Between PITNEY BOWES CREDIT CORPORATION Lessor and U.S. BORAX INC. (Lessee.)

1. Equipment Description

Thirty-three (33) 4,750 Cubic Foot Capacity Covered Hopper Cars, manufactured in 1994 by Trinity Industries, Inc. and bearing the following reporting marks: BORX 400032 through and including 400036, 400039 through and including 400041, 400047, 400048, 400052, 400057, 400058, 400061, 400062, 400064 through and including 400067, 400075, 400081, 400084 through and including 400086, 400088, 400089, 400093, 400098, 400100, 400134, 400140, 400144, 400153 together with all attachments, accessories, accessions and substitutions thereto.

2. Delivery Location

The above Equipment is to be located and delivered to Lessee's premises at U.S. Borax, Mining and Processing Plant, Boron, CA 93516.

3. Billing Address

26877 Tourney Road, Valencia, CA 91380.

4. Original Rental Term

One Hundred Ninety-Two (192) Months. Payable Monthly in Advance.

5. Aggregate Rental For Original Rental Term

\$2,480,931.84 Payable as follows:
Rental Payment of \$12,921.52, plus interim rent, plus applicable Sales/Use Tax.

This first Rental Payment of \$12,921.52, plus applicable Sales/Use Tax is due on September 10, 1994.

6. Number and Amount of Advance Rental Payments
Number: One (1) Amount: \$12,921.52, plus applicable Sales/Use Tax.
7. Renewal Option Fair Market Value (FMV)
8. Purchase Option Fair Market Value (FMV)
9. Minimum Liability Insurance Coverage to be carried by Lessee per section 12(A) of the Master Equipment Lease Agreement is \$ 5 million per occurrence.
10. THIS SCHEDULE AND ITS TERMS AND CONDITIONS ARE HEREBY INCORPORATED BY REFERENCE IN THE ABOVE MASTER EQUIPMENT LEASE AGREEMENT. LESSEE PERMITS LESSOR TO INSERT MODEL AND SERIAL NUMBERS OF EQUIPMENT WHEN DETERMINED BY LESSOR. LESSEE REPRESENTS AND WARRANTS THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN ITS BUSINESS OR FINANCIAL CONDITION SINCE THE DATE SET FORTH IN SECTION 2 OF THE LEASE.

Accepted by:

PITNEY BOWES CREDIT CORPORATION
(Lessor)

Name: Russell D. Pipe
Title: Region Credit Manager
Date: 9/8/94

U.S. BORAX INC.
(Lessee)

Name: 
Title: President
Date: September 10, 1994

LEASE SCHEDULE

Master Equipment

Lease Agreement No.: 7745847
7715964

Account Billing No.: _____

Master Equipment

Lease Agreement Date: June 6, 1994

Exhibit A

Recordation Number 18847-D

Lease Schedule No.: 805

Lease Schedule Date: October 10, 1994 7 year class recovery property

Between PITNEY BOWES CREDIT CORPORATION Lessor and U.S. BORAX INC. (Lessee.)

1. Equipment Description

Eleven (11) 4,750 Cubic Foot Capacity Covered Hopper Cars, manufactured in 1994 by Trinity Industries, Inc. and bearing the following reporting marks: BORX 400051, 400060, 400063, 400082, 400092, 400083, 400094, 400099, 400141, 400142 and 400155, together with all attachments, accessories, accessions and substitutions thereto.

2. Delivery Location

The above Equipment is to be located and delivered to Lessee's premises at U.S. Borax, Mining and Processing Plant, Boron, CA 93516.

3. Billing Address

26877 Tourney Road, Valencia, CA 91380.

4. Original Rental Term

One Hundred Ninety-Two (192) Months. Payable Monthly in Advance.

5. Aggregate Rental For Original Rental Term

\$855,020.16 Payable as follows:

Rental Payment of \$4,453.23, plus interim rent, plus applicable Sales/Use Tax.

This first Rental Payment of \$4,453.23 ✓, plus applicable Sales/Use Tax is due on October 10, 1994.

6. Number and Amount of Advance Rental Payments

Number: One (1) Amount: \$4,453.23, plus applicable Sales/Use Tax.

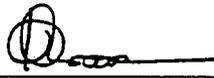
7. Renewal Option Fair Market Value (FMV)
8. Purchase Option Fair Market Value (FMV)
9. Minimum Liability Insurance Coverage to be carried by Lessee per section 12(A) of the Master Equipment Lease Agreement is \$ 5 million per occurrence.
10. THIS SCHEDULE AND ITS TERMS AND CONDITIONS ARE HEREBY INCORPORATED BY REFERENCE IN THE ABOVE MASTER EQUIPMENT LEASE AGREEMENT. LESSEE PERMITS LESSOR TO INSERT MODEL AND SERIAL NUMBERS OF EQUIPMENT WHEN DETERMINED BY LESSOR. LESSEE REPRESENTS AND WARRANTS THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN ITS BUSINESS OR FINANCIAL CONDITION SINCE THE DATE SET FORTH IN SECTION 2 OF THE LEASE.

Accepted by:

PITNEY BOWES CREDIT CORPORATION
(Lessor)

U.S. BORAX INC.
(Lessee)

Name: Russell D. Pipe

Name: 

Title: Region Credit Manager

Title: President

Date: 10/10/94

Date: October 10, 1994

LEASE SCHEDULE

Master Equipment
Lease Agreement No.: 7745827
7715964 Account Billing No.: _____

Master Equipment
Lease Agreement Date: June 6, 1994

Exhibit A

Recordation Number 18847-E

Lease Schedule No.: 806

Lease Schedule Date: November 10, 1994 7 year class recovery property

Between PITNEY BOWES CREDIT CORPORATION Lessor and U.S. BORAX INC. (Lessee.)

1. Equipment Description

Twelve (12) 4,750 Cubic Foot Capacity Covered Hopper Cars, manufactured in 1994 by Trinity Industries, Inc. and bearing the following reporting marks: BORX 400043, 400044, 400045, 400053, 400054, 400070, 400071, 400073, 400074, 400091, 400096 and 400049, together with all attachments, accessories, accessions and substitutions thereto.

2. Delivery Location

The above Equipment is to be located and delivered to Lessee's premises at U.S. Borax, Mining and Processing Plant, Boron, CA 93516.

3. Billing Address

26877 Tourney Road, Valencia, CA 91380

4. Original Rental Term

One Hundred Ninety-Two (192) Months. Payable Monthly in Advance

5. Aggregate Rental For Original Rental Term

\$948,353.28 Payable as follows:

Rental Payment of \$4,939.34 ✓, plus interim rent, plus applicable Sales/Use Tax.

This first Rental Payment of \$4,939.34, plus applicable Sales/Use Tax is due on November 10, 1994.

6. Number and Amount of Advance Rental Payments

Number: One (1) Amount: \$4,939.34, plus applicable Sales/Use Tax.

7. Renewal Option Fair Market Value (FMV)
8. Purchase Option Fair Market Value (FMV)
9. Minimum Liability Insurance Coverage to be carried by Lessee per section 12(A) of the Master Equipment Lease Agreement is \$ 5 million per occurrence.
10. THIS SCHEDULE AND ITS TERMS AND CONDITIONS ARE HEREBY INCORPORATED BY REFERENCE IN THE ABOVE MASTER EQUIPMENT LEASE AGREEMENT. LESSEE PERMITS LESSOR TO INSERT MODEL AND SERIAL NUMBERS OF EQUIPMENT WHEN DETERMINED BY LESSOR. LESSEE REPRESENTS AND WARRANTS THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN ITS BUSINESS OR FINANCIAL CONDITION SINCE THE DATE SET FORTH IN SECTION 2 OF THE LEASE.

Accepted by:

PITNEY BOWES CREDIT CORPORATION
(Lessor)

U.S. BORAX INC.
(Lessee)

Name: Russell D. Piper

Name: 

Title: Region Credit Manager

Title: President

Date: 11/14/94

Date: November 10, 1994

LEASE SCHEDULE

Master Equipment

Lease Agreement No.: 7715964

Account Billing No.: _____

Master Equipment

Lease Agreement Date: June 6, 1994

Exhibit A

Recordation Number 18847-F

Lease Schedule No.: 807

Lease Schedule Date: December 31, 1995 7 year class recovery property

Between PITNEY BOWES CREDIT CORPORATION Lessor and U.S. BORAX INC. (Lessee.)

1. Equipment Description

Seventy-Five (75) New 1995 111 Ton 5,191 Cubic Foot Capacity Covered Triple Hopper Railcars, manufactured in 1995 by Trinity Industries, Inc. and bearing the following reporting marks: BORX 500001 through and including 500075, together with all attachments, accessories, accessions and substitutions thereto.

2. Delivery Location

The above Equipment is to be located and delivered to Lessee's premises at U.S. Borax, Mining and Processing Plant, Boron, CA 93516.

3. Billing Address

26877 Tourney Road, Valencia, CA 91380.

4. Original Rental Term

One Hundred Ninety-Two (192) Months. Payable Monthly in Advance.

5. Aggregate Rental For Original Rental Term

\$5,775,634.56 Payable as follows:

Rental Payment of \$30,081.43, plus interim rent, plus applicable Sales/Use Tax.

This first Rental Payment of \$30,081.43, plus applicable Sales/Use Tax is due on December 31, 1995.

6. Number and Amount of Advance Rental Payments

Number: One (1) Amount: \$30,081.43, plus applicable Sales/Use Tax.

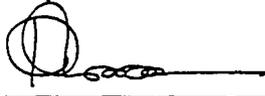
7. Renewal Option Fair Market Value (FMV)
8. Purchase Option Fair Market Value (FMV)
9. Minimum Liability Insurance Coverage to be carried by Lessee per section 12(A) of the Master Equipment Lease Agreement is \$ 5 million per occurrence.
10. THIS SCHEDULE AND ITS TERMS AND CONDITIONS ARE HEREBY INCORPORATED BY REFERENCE IN THE ABOVE MASTER EQUIPMENT LEASE AGREEMENT. LESSEE PERMITS LESSOR TO INSERT MODEL AND SERIAL NUMBERS OF EQUIPMENT WHEN DETERMINED BY LESSOR. LESSEE REPRESENTS AND WARRANTS THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN ITS BUSINESS OR FINANCIAL CONDITION SINCE THE DATE SET FORTH IN SECTION 2 OF THE LEASE.

Accepted by:

PITNEY BOWES CREDIT CORPORATION
(Lessor)

U.S. BORAX INC.
(Lessee)

Name: Russell D. Pipe

Name: 

Title: Region Credit Manager

Title: President

Date: 12/31/95

Date: December 31, 1995

Exhibit A

nvel

Recordation Number 18922

ASE SCHEDULE

Equipment Lease Agreement No.: 7745243 Account Billing No.: _____

Equipment Lease Agreement Date: July 28, 1994 Order No.: _____

Lease Schedule No.: 801 Outside Commitment Date: _____

Lease Schedule Date: July 28, 1994 7 year class recovery property

Between PITNEY BOWES CREDIT CORPORATION (Lessor) and MAGMA COPPER COMPANY (Lessee).

1. Equipment Description

One Hundred (100) New 1994 13,946 Gallon Capacity Non-Coil and Non-Insulated Railroad Tank cars, DOT111A100W1, Model 40-139-3, manufactured by Trinity Industries, Inc. and bearing the following reporting marks:

PVCX 13447 - Casualty
PVCX 13410 through and including 13509, together with all attachments, accessories, accessions and substitutions thereto.

2. Equipment Location
San Manuel, AZ

3. Billing Address
Accounts Payable, P. O. Box M, San Manuel, AZ 85631

4. Original Rental Term
One Hundred Eighty (180) Months. Payable monthly in arrears.

5. Aggregate Rental For Original Rental Term
\$5,955,132.60 Payable as follows: *212,000.00*
Rental Payment of \$33,084.07, plus interim rent, plus applicable Sales/Use Tax. The first Rental Payment of \$33,084.07, plus applicable Sales/Use Tax is due on September 1, 1994.

6. Number and Amount of Advance Rental Payments
Number: 0 Amount \$ N/A

7. Renewal Option: Five (5) annual Fair Market Value renewals, each to be separately exercised.

8. Purchase Option: Fair Market Value not to exceed forty-five and one-half percent (45.5%) of Lessor's cost of the Equipment as stated in the Termination Value Table.

9. Minimum Liability Insurance Coverage to be carried by Lessee is \$20,000,000.00 in the aggregate.
10. THIS SCHEDULE AND ITS TERMS AND CONDITIONS ARE HEREBY INCORPORATED BY REFERENCE IN THE ABOVE EQUIPMENT LEASE AGREEMENT. LESSEE PERMITS LESSOR TO INSERT MODEL AND SERIAL NUMBERS OF EQUIPMENT WHEN DETERMINED BY LESSOR. LESSEE'S REPRESENTATIONS AND WARRANTIES CONTAINED IN THE LEASE AGREEMENT ARE TRUE AND ACCURATE AND LESSEE IS IN COMPLIANCE WITH ITS COVENANTS AND OBLIGATIONS UNDER SUCH LEASE AGREEMENT AND ANY RELATED PURCHASE AGREEMENT AS MADE ON THE DATE OF THIS SCHEDULE. LESSEE REPRESENTS AND WARRANTS THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN ITS BUSINESS OR FINANCIAL CONDITION SINCE THE FINANCIAL STATEMENT DATED December 1993.

Accepted by:

PITNEY BOWES CREDIT CORPORATION
(Lessor)

By: Michael J. Leyh

Printed Name: MICHAEL J. LEYH
Vice President
Credit/Operations

Date: July 28, 1994

MAGMA COPPER COMPANY
(Lessee)

By: Thomas L. Garkett, Jr.

Printed Name: THOMAS L. GARKETT, JR.
Title: TREASURER

Date: July 28, 1994

Master Equipment
Lease Agreement No.: 7746837

Exhibit A

Master Equipment
Lease Agreement Date: August 10, 1994

Recordation Number 18929

Lease Schedule No.: 801 ITC Retained by Lessor: Yes No

Lease Schedule Date: August 10, 1994 Seven year class recovery property

Between PITNEY BOWES CREDIT CORPORATION Lessor and Heublein, Inc. (Lessee.)

1. Equipment Description

Twelve (12) New stainless steel tank railcars manufactured by Trinity Industries - See Schedule "A" attached hereto and made a part hereof.

2. Equipment Location

The above Equipment is to be located and delivered to Lessee's premises at Highway 80 East, Longview, TX 75602.

3. Billing Address

330 New Park Ave., P.O. Box 778, Hartford, CT 06142-0778

4. Original Rental Term

One Hundred Eighty (180) Months. Payable monthly in advance on the 10th day of each month.

5. Aggregate Rental For Original Rental Term

\$2,083,210.20 Payable as follows:

Rental Payment of \$11,573.39, plus interim rent, plus applicable Sales/Use Tax. This first Rental Payment of \$11,573.39, plus applicable Sales/Use Tax, if any, is due on August 10, 1994.

6. Number and Amount of Advance Rental Payments

Number: 1+0 Amount: \$11,573.39

7. Renewal Option - Fair Market Value (FMV) for successive one year periods pursuant to the terms of paragraph 19 of the Lease.**8. Purchase Option - Fair Market Value (FMV)****9. Early Purchase Option: Provided that Lessee is not in default under the Lease, and Lessee has made all payments that are due and to become due through the 120th month of the Lease, Lessee shall have the option to purchase all but not less than all of the Equipment for seventy-three percent (73%) of the Lessor's cost of the Equipment. Such option must be exercised by Lessee's written notice to Lessor, at Lessor's address, not earlier than 90 days prior to the expiration of the 120 month. The**

purchase price is to be paid promptly upon the expiration of the 120 month. In the event that Lessee exercises this early purchase option, Lessee shall be responsible for all applicable sales taxes.

10. Minimum Liability Insurance Coverage to be carried by Lessee per section 12(A) of the Master Equipment Lease Agreement is \$5,000,000.00 million per occurrence.
11. THIS SCHEDULE AND ITS TERMS AND CONDITIONS ARE HEREBY INCORPORATED BY REFERENCE IN THE ABOVE MASTER EQUIPMENT LEASE AGREEMENT. LESSEE PERMITS LESSOR TO INSERT MODEL AND SERIAL NUMBERS OF EQUIPMENT WHEN DETERMINED BY LESSOR. LESSEE REPRESENTS AND WARRANTS THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN ITS BUSINESS OR FINANCIAL CONDITION SINCE THE DATE SET FORTH IN SECTION 2 OF THE LEASE.

Accepted by:

MITNEY BOWES CREDIT CORPORATION (Lessor)

Heublein, Inc. (Lessee)

Name: [Signature]

Name: [Signature]

Title: Region Credit Manager

Title: S. J. P.

Date: August 10, 1994

Date: 8/10/94

SCHEDULE A
Equipment List

This schedule is attached to and made a part of Lease Schedule 801 dated as of August 10, 1994 to Master Equipment Lease Agreement No. 7746837 dated as of August 10, 1994 between Pitney Bowes Credit Corporation as Lessor and the undersigned Lessee.

<u>Quantity</u>	<u>Equipment Description</u>	<u>Serial No.</u>
Twelve (12)	New stainless steel tank railcars manufactured by Trinity Industries	TIMX 026000 TIMX 026001 TIMX 026002 TIMX 026003 TIMX 026004 TIMX 026005 TIMX 026006 TIMX 026007 TIMX 026008 TIMX 026009 - 205+ TIMX 026010 TIMX 026011

This schedule is hereby verified correct and undersigned acknowledges receipt of a copy.

LESSOR:

PITNEY BOWES CREDIT CORPORATION

By: *[Signature]*

Printed Name: Tyler G. Tranter

Title: Region Credit Manager

LESSEE:

Heublein, Inc.

By: *[Signature]*

Printed Name: Nelle Trevisan

Title: S.V.P.

KCS
7746886-801

Exhibit A

Recordation Number 19005

EXHIBIT A

<u>QTY</u>	<u>ITEM</u>	<u>MANUFACTURER MODEL & REPORTING MARKS</u>
Seventy (70)	1994 100 Ton Coil Cars without Covers	Thrall Car Manufacturing Company Lettered KCS 716000 through and including 716069

and all accessories, attachments, accessions, substitutions thereto.

EXHIBIT A, attached to and forming a part of the Railroad Equipment Lease dated as of December 31, 1991 entered into by and between Trinity Industries Leasing Company, a Delaware corporation ("Lessee"), and Pitney Bowes Credit Corporation ("Lessor").

Equipment Description

One Hundred (100) 5,851 cubic foot covered quadruple hopper cars initially equipped with Sigma 7456 interior coating

Running Numbers: SCJX 891900 - 891999

SCJX 891911 Casualty
SCJX 891913 Casualty

7744931: Lease Agreement #
Ohio Valley - 801

Exhibit A

Recordation Number 19061

Exhibit A

EQUIPMENT DESCRIPTION

478
500 aluminum Bethgon Coalporter Railcars as more specifically
described below:

Railcar Numbers

OVEX 6001 through and including OVEX 6500

see attached for casualty's

This Lease Supplement No. 1 dated as of November 14, 1994, between Pitney Bowes Credit Corporation, ("Lessor"), and Ohio Valley Electric Corporation, an Ohio corporation ("Lessee"),

19061-A

W I T N E S S E T H :

NOV 14 1994

1. Lessor and Lessee have heretofore entered into a Railcar Lease dated as of November 1, 1994 (the "Lease") providing for the execution and delivery of Lease Supplements substantially in the form hereof. The terms defined in the Lease shall have the same meanings when used herein.

2. Lessee hereby acknowledges and confirms that on or prior to the date hereof, the Equipment described in Schedule 1 attached hereto has been delivered and assembled. Lessee represents that the Equipment is free and clear of all liens and encumbrances.

3. Lessee hereby certifies that the date of acceptance of the Equipment and commencement of the Lease Term with respect thereto is December 30, 1994.

4. Lessee hereby certifies that such Purchase Price for the Equipment as of the date hereof is \$21,905,320.00.

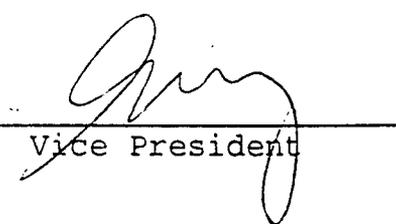
5. Fixed Rent, Stipulated Loss Values and Termination Values for the Equipment is payable in the amounts and on the Rent Payment Dates set forth in Schedule 2 attached hereto.

PITNEY BOWES CREDIT CORPORATION
LESSOR

By: 

Its: **MICHAEL J. LEYH**
Vice President
Credit/Operations

OHIO VALLEY ELECTRIC CORPORATION
LESSEE

By: 

Its: Vice President

Pitney Bowes Credit Corporation
Lease Dated November 14, 1994

Schedule of Open Hopper Railcars Destroyed February 8, 1997

Car Number

OVEX 6002
OVEX 6013
OVEX 6020
OVEX 6021
OVEX 6023
OVEX 6031
OVEX 6035
OVEX 6036
OVEX 6037
OVEX 6038
OVEX 6040
OVEX 6042
OVEX 6043
OVEX 6045
OVEX 6053
OVEX 6055
OVEX 6064
OVEX 6067
OVEX 6068
OVEX 6069
OVEX 6077
OVEX 6097

Ohio Valley
774493-80

10/10/97

Ohio Valley
7744931-801

State of Ohio)
) SS.:
County of Franklin)

On this, the 9th day of November, 1994, before me, a Notary Public in and for said County and State, personally appeared G. P. Maloney, the Vice President of Ohio Valley Electric Corporation, who acknowledged himself to be a duly authorized officer of Ohio Valley Electric Corporation, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

In Witness Whereof, I have hereunto set my hand and official seal on the date above mentioned.

Mary M. Soltesz

Notary Public

MARY M. SOLTESZ

NOTARY PUBLIC, STATE OF OHIO

MY COMMISSION EXPIRES JULY 12, 1999

State of Connecticut)
) SS.:
County of Fairfield)

On this, the 11th day of November, 1994, before me, a Notary Public in and for said County and State, personally appeared Michael J. Keyn, the Vice President of Pitney Bowes Credit Corporation, who acknowledged himself to be a duly authorized officer of Pitney Bowes Credit Corporation, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

In Witness Whereof, I have hereunto set my hand and official seal on the date above mentioned.

Rita Conlin
Notary Public

RITA CONLIN
NOTARY PUBLIC
MY COMMISSION EXPIRES OCT. 31, 1998

This Lease Schedule is being executed in 2 numbered counterparts of which this is counterpart No. 1. Only counterpart No. 1 shall be deemed the original for chattel paper and security interest purposes. No security interest may be created in this Lease Schedule through the transfer or possession of a counterpart other than counterpart No. 1.

LEASE SCHEDULE

Master Equipment

Lease Agreement No.: 7719040

Exhibit A

Master Equipment

Lease Agreement Date: November 16, 1995

Recordation Number 19748

Lease Schedule No: 801

Lease Schedule Date: November 30, 1995 Seven (7) year class recovery property

Between PITNEY BOWES CREDIT CORPORATION (Lessor) and National Starch and Chemical Company, a division of INDOPCO, Inc. (Lessee).

1. **Equipment Description** **Manufacturer Model & Serial Number**
Ten (10) 5125 cubic foot Power-Flo Covered Hopper Railcars manufactured by Trinity Industries with registration numbers NLSX 1001 to and including NLSX 1010.
2. **Equipment Location**
The above Equipment is to be delivered to Lessee's premises at Fort Worth, TX.
3. **Billing Address**
10 Finderne Ave, Bridgewater, NJ 08807, Attn: Irv Fishman.
4. **Original Equipment Cost equals \$769,930.70**. The cost per car equals \$76,993.07.
5. **Original Rental Term**
One Hundred Eighty (180) Months. Payable Monthly in Advance.
6. **Aggregate Rental for Original Rental Term**
\$997,151.40 payable as follows:
Rental Payment of \$5,539.73✓, plus Interim rent, plus applicable Sales/Use Tax.
7. **Basic Term Commencement Date shall be November 30, 1995.**
8. **Basic Term Expiration Date shall be November 30, 2010.**
9. **The First Rental Payment of \$5,539.73, plus applicable Sales/Use Tax is due on November 30, 1995.** All subsequent rentals shall be due on the last day of each month for the remainder of the Original Rental Term.
10. **Interim Rent:** Interim Rent shall be charged at the daily equivalent of the fixed rental factor of .71951%, computed against the Original Equipment Cost of each item of Equipment from and including the Acceptance Date to the Basic Term Commencement Date as defined herein. Payments of Interim Rent are due and payable on the Basic Term Commencement Date.

11. Purchase Option: Fair Market Value
12. Renewal Option: Upon expiration of the Original Rental Term, subject to Section 19 of the Lease, Lessee shall have the option to renew the Lease for a period of five (5) years at a renewal rental factor equal to .61158% of the Original Equipment Cost.
13. Purchase Option After Renewal: Fair Market Value.
14. Minimum Liability Insurance Coverage to be carried by Lessee per section 12 (A) of the Master Equipment Lease Agreement is \$5,000,000.00 combined single limit coverage in the aggregate.
15. THIS SCHEDULE AND ITS TERMS AND CONDITIONS ARE HEREBY INCORPORATED BY REFERENCE IN THE ABOVE MASTER EQUIPMENT LEASE AGREEMENT. LESSEE PERMITS LESSOR TO INSERT MODEL AND SERIAL NUMBERS OF EQUIPMENT WHEN DETERMINED BY LESSOR. LESSEE REPRESENTS AND WARRANTS THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN ITS BUSINESS OR FINANCIAL CONDITION SINCE THE DATE SET FORTH IN SECTION 2 OF THE LEASE.

Accepted by:

PITNEY BOWES CREDIT CORPORATION
(Lessor)

Name: [Signature]
 Title: Region Credit Manager
 Date: 11/30/95

National Starch and Chemical Company,
a division of INDOPCO, Inc.
 (Lessee)

Name: J.A. Filipiak
 Title: DT
 Date: November 30, 1995

This lease Schedule is being executed in 2 numbered counterparts of which this is counterpart No. 1. Only counterpart No. 1 shall be deemed the original for chattel paper and security interest purposes. No security interest may be created in this Lease Schedule through the transfer or possession of a counterpart other than counterpart No. 1.

LEASE SCHEDULE

Master Equipment
Lease Agreement No.: 7719040 Account Billing No.: _____

Master Equipment Lessee Purchase
Lease Agreement Date: November 16, 1995 Order No.: _____

Lease Schedule No: 802 Outside Commitment
Date: _____

Lease Schedule Date: December 29, 1995 Seven (7) year class recovery
property

Between PITNEY BOWES CREDIT CORPORATION (Lessor) and National Starch and Chemical Company, a division of INDOPCO, Inc. (Lessee).

1. **Equipment Description** **Manufacturer Model & Serial Number**
Fifteen (15) 5125 cubic foot Power-Flo Covered Hopper Railcars manufactured by Trinity Industries with registration numbers NLSX 1011 to and including NLSX 1025.
2. **Equipment Location**
The above Equipment is to be delivered to Lessee's premises at Fort Worth, TX.
3. **Billing Address**
10 Finderne Ave, Bridgewater, NJ 08807, Attn: Irv Fishman.
4. **Original Equipment Cost** equals \$1,155,525.00. The cost per car equals \$77,035.00.
5. **Original Rental Term**
One Hundred Eighty (180) Months. Payable Monthly in Advance.
6. **Aggregate Rental for Original Rental Term**
\$1,488,409.20 payable as follows:
Rental Payment of \$8,268.94 plus Interim rent, plus applicable Sales/Use Tax.
7. **Basic Term Commencement Date** shall be December 30, 1995.
8. **Basic Term Expiration Date** shall be December 30, 2010.
9. **The First Rental Payment** of \$8,268.94, plus applicable Sales/Use Tax is due on December 30, 1995. All subsequent rentals shall be due on the last day of each month for the remainder of the Original Rental Term.
10. **Interim Rent:** Interim Rent shall be charged at the daily equivalent of the fixed rental factor of .71560%, computed against the Original Equipment Cost of each item of Equipment from and including the Acceptance Date to the Basic Term Commencement Date as defined herein. Payments of Interim Rent are due and payable on the Basic Term Commencement Date.

11. Purchase Option: Fair Market Value
12. Renewal Option: Upon expiration of the Original Rental Term, subject to Section 19 of the Lease, Lessee shall have the option to renew the Lease for a period of five (5) years at a renewal rental factor equal to .60826% of the Original Equipment Cost.
13. Purchase Option After Renewal: Fair Market Value.
14. Minimum Liability Insurance Coverage to be carried by Lessee per section 12 (A) of the Master Equipment Lease Agreement is \$5,000,000.00 combined single limit coverage in the aggregate.
15. THIS SCHEDULE AND ITS TERMS AND CONDITIONS ARE HEREBY INCORPORATED BY REFERENCE IN THE ABOVE MASTER EQUIPMENT LEASE AGREEMENT. LESSEE PERMITS LESSOR TO INSERT MODEL AND SERIAL NUMBERS OF EQUIPMENT WHEN DETERMINED BY LESSOR. LESSEE REPRESENTS AND WARRANTS THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN ITS BUSINESS OR FINANCIAL CONDITION SINCE THE DATE SET FORTH IN SECTION 2 OF THE LEASE.

Accepted by:

PITNEY BOWES CREDIT CORPORATION
(Lessor)

Name: Mikhail D. B...
 Title: VP, CR/OPS
 Date: _____

National Starch and Chemical Company,
a division of INDOPCO, Inc.
 (Lessee)

Name: S.A. Felipinski
 Title: D.T.
 Date: December 29, 1995

ANNEX I

TO EQUIPMENT SCHEDULE NO. 881
UNDER-MASTER LEASE AGREEMENT
DATED FEBRUARY 5, 1993

030-120141-881

BETWEEN
PITNEY BOWES CREDIT CORPORATION, LESSOR
AND
USX CORPORATION, LESSEE

<u>Quantity</u>	<u>Manufacturer</u>	<u>Model/Feature</u>	<u>Description</u>	<u>Location</u>	<u>Serial Number</u>	<u>Lessor's Cost</u>	<u>Rent</u>
1	Fairmont Tamper	ESTR130G	Railroad Tie Tamper	Fairless Hills, PA	RM3594294	\$198,501.00 ✓	\$10,290.49

ANNEX I
 TO EQUIPMENT SCHEDULE NO. 914
 UNDER MASTER LEASE AGREEMENT
 DATED FEBRUARY 5, 1993

030-12014-914

BETWEEN
 PITNEY BOWES CREDIT CORPORATION, LESSOR
 AND
 USX CORPORATION, LESSEE

<u>Quantity</u>	<u>Manufacturer</u>	<u>Railcar No.</u>	<u>Description</u>	<u>Location</u>	<u>Serial Number</u>	<u>Lessor's Cost</u>	<u>Rent</u>
1	Difco	USX-2576	Air Side Dump Car	Mt. Iron, MN	2064-1	\$119,125.00 ✓	\$3,804.85
1	Difco	USX-2577	Air Side Dump Car	Mt. Iron, MN	2064-2	119,125.00	3,804.85
1	Difco	USX-2578	Air Side Dump Car	Mt. Iron, MN	2064-3	119,125.00	3,804.85
1	Difco	USX-2579	Air Side Dump Car	Mt. Iron, MN	2064-4	119,125.00	3,804.85
1	Difco	USX-2580	Air Side Dump Car	Mt. Iron, MN	2064-5	119,125.00	3,804.85
1	Difco	USX-2581	Air Side Dump Car	Mt. Iron, MN	2064-6	119,125.00	3,804.85

Exhibit A
 Recordation Number 19321

ANNEX I
 TO EQUIPMENT SCHEDULE NO. 922
 UNDER MASTER LEASE AGREEMENT
 DATED FEBRUARY 5, 1993
 BETWEEN
 PITNEY BOWES CREDIT CORPORATION, LESSOR
 AND
 USX CORPORATION, LESSEE

030-1801414-922

<u>Quantity</u>	<u>Manufacturer</u>	<u>Railcar No.</u>	<u>Description</u>	<u>Location</u>	<u>Serial Number</u>	<u>Lessor's Cost</u>	<u>Rent</u>
1	Difco	USX-2582	Air Side Dump Car	Mt. Iron, MN	2064-7	\$119,125.00 ✓	\$3,771.74
1	Difco	USX-2583	Air Side Dump Car	Mt. Iron, MN	2064-8	119,125.00	3,771.74

Exhibit A
 Recordation Number 19321-A

ANNEX I
 TO EQUIPMENT SCHEDULE NO. 934
 UNDER MASTER LEASE AGREEMENT
 DATED FEBRUARY 5, 1993
 BETWEEN
 PITNEY BOWES CREDIT CORPORATION, LESSOR
 AND
 USX CORPORATION, LESSEE

030-1201414-234

<u>Quantity</u>	<u>Manufacturer</u>	<u>Railcar No.</u>	<u>Description</u>	<u>Location</u>	<u>Serial Number</u>	<u>Lessor's Cost</u>	<u>Rent</u>
1	Difco	USX-2584	Air Side Dump Car	Mt. Iron, MN	2090-1	\$113,637.80	\$3,388.45
1	Difco	USX-2585	Air Side Dump Car	Mt. Iron, MN	2090-2	113,637.80	3,388.45
1	Difco	USX-2587	Air Side Dump Car	Mt. Iron, MN	2090-4	113,637.80	3,388.45
1	Difco	USX-2588	Air Side Dump Car	Mt. Iron, MN	2090-5	113,637.80	3,388.45
1	Difco	USX-2589	Air Side Dump Car	Mt. Iron, MN	2090-6	113,637.80	3,388.45

562189.00 ✓

Exhibit A
 Recordation Number 19321-C

CERTIFICATE OF ACCEPTANCE
EQUIPMENT SCHEDULE NUMBER **939**
UNDER MASTER LEASE AGREEMENT
DATED FEBRUARY 5, 1993
BETWEEN
PITNEY BOWES CREDIT CORPORATION, LESSOR
AND
USX CORPORATION, LESSEE

Exhibit A

Recordation Number
19321-D

1. ITEMS OF EQUIPMENT

Lessee hereby certifies that the Equipment described below has been delivered, installed and inspected by Lessee, found to be in good working order and operating condition and is accepted as between Lessor and Lessee on the Acceptance Date set forth below:

<u>Quantity</u>	<u>Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Lessor's Cost</u>
1	50 Cu. Yd.	Air Side Dump Car	2090-7	\$113,637.80
1	50 Cu. Yd.	Air Side Dump Car	2090-8	\$113,637.80
1	50 Cu. Yd.	Air Side Dump Car	2090-9	\$113,637.80
1	50 Cu. Yd.	Air Side Dump Car	2090-10	\$113,637.80
1	50 Cu. Yd.	Air Side Dump Car	2090-11	\$113,637.80
1	50 Cu. Yd.	Air Side Dump Car	2090-12	\$113,637.80
1	50 Cu. Yd.	Air Side Dump Car	2090-13	<u>\$113,637.80</u>

Location of Equipment:

Minntac Mine
Mt. Iron, MN 55768

2. RENT PAYMENT DATES: Forty (40) consecutive quarterly payments in arrears of Rent, in the amount of \$23,397.78 will be due beginning January 30, 1996.
3. EQUIPMENT SCHEDULE EXPIRATION DATE: October 30, 2005
4. ACCEPTANCE DATE: October 19, 1995
5. Lessee understands that Pitney Bowes Credit Corporation is not responsible for Equipment performance or service and that Rent payments shall continue regardless of performance or condition of the Equipment.

LESSEE: USX CORPORATION

By


R. R. Young

Manager-Leasing, Marathon Oil Company
as authorized agent for USX Corporation



Date October 19, 1995

CERTIFICATE OF ACCEPTANCE
TO EQUIPMENT SCHEDULE NUMBER 355
UNDER MASTER LEASE AGREEMENT
DATED FEBRUARY 5, 1993
BETWEEN
PITNEY BOWES CREDIT CORPORATION, LESSOR
AND
USX CORPORATION, LESSEE

Exhibit A

1. ITEMS OF EQUIPMENT

Recordation Number 19321-

Lessee hereby certifies that the Equipment described below installed and inspected by Lessee, found to be in good working order and operating condition and is accepted as between Lessor and Lessee on the Acceptance Date set forth below:

<u>Qty</u>	<u>Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Lessor's Cost</u>
1	DE-600	Rail Crane	5234	\$948,518.00 ✓

Location of Equipment: Minntac
 Minntac Mine
 Mt. Iron, MN 55768

2. RENT PAYMENT DATES: Twenty-eight (28) consecutive quarterly payments in arrears of Rent, in the amount of \$36,128.10 will be due beginning April 30, 1996.
3. EQUIPMENT SCHEDULE EXPIRATION DATE: January 30, 2003
4. ACCEPTANCE DATE: January 30, 1996
5. Lessee understands that Pitney Bowes Credit Corporation is not responsible for Equipment performance or service and that Rent payments shall continue regardless of performance or condition of the Equipment.

LESSEE: USX CORPORATION

By G. R. Haggerty
G. R. Haggerty
Vice President & Treasurer

APPROVED AS TO FORM
iw

Date February 1, 1996

APPROVED AS TO SUBSTANCE
DR

ANNEX I
 TO EQUIPMENT SCHEDULE NO. 986
 UNDER MASTER LEASE AGREEMENT
 DATED FEBRUARY 5, 1993
 BETWEEN
 PITNEY BOWES CREDIT CORPORATION, LESSOR
 AND
 USX CORPORATION, LESSEE

030-1805-986

<u>Quantity</u>	<u>Manufacturer</u>	<u>Railcar No.</u>	<u>Description</u>	<u>Location</u>	<u>Serial Number</u>	<u>Lessor's Cost</u>	<u>Rent</u>
1	Difco	USX-2604	Air Side Dump Car	Mt. Iron, MN	2126-01	\$127,630.00 ✓	\$4,002.86
1	Difco	USX-2607	Air Side Dump Car	Mt. Iron, MN	2126-04	127,630.00	4,002.86
1	Difco	USX-2608	Air Side Dump Car	Mt. Iron, MN	2126-05	127,630.00	4,002.86
1	Difco	USX-2609	Air Side Dump Car	Mt. Iron, MN	2126-06	127,630.00	4,002.86

Exhibit A
Recordation Number 19321-L

Exhibit A

EQUIPMENT SCHEDULE NO. 987
UNDER MASTER LEASE AGREEMENT
DATED FEBRUARY 5, 1993

Recordation Number 19321-M

BETWEEN
PITNEY BOWES CREDIT CORPORATION, LESSOR
AND
USX CORPORATION, LESSEE

- G. Default by Lessee - Section 14.1 is hereby amended by adding the following subparagraph to the end thereof: "(f) with respect to rail Equipment, Lessee shall use or permit the Equipment to be used in violation of Section 10.2 as amended.
- H. Rail Specific Modifications - Except for those provisions expressly amended or modified herein, all other provisions, terms, conditions, rights and remedies provided for in the Lease remain in full force and effect.

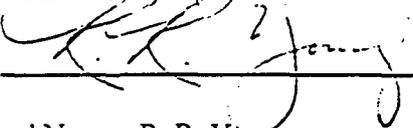
13. Financial Responsibility. Pursuant to Section 13.1 of the Master Lease Agreement, Lessee is self-insured, except for catastrophic casualty, certain property exposures and risks required to be insured by law or contract. This means that, in accordance with its contractual and legal obligations, Lessee will respond directly to bodily injury and/or property damage claims, and to physical damage claims involving the leased equipment.

AGREED TO AND ACCEPTED BY:

LESSOR: Pitney Bowes Credit Corporation

LESSEE: USX Corporation

By: 

By: 

Printed Name: MICHAEL J. LEVIN

Printed Name: R. R. Young

Title: Vice President
Credit Operations

Title: Manager-Leasing, Marathon Oil
Company as authorized agent for
USX Corporation

APPROVED
TO SUBSTA...


Date: _____

Date: January 27, 1997

ANNEX I
TO EQUIPMENT SCHEDULE NO. 987
UNDER MASTER LEASE AGREEMENT
DATED FEBRUARY 5, 1993
BETWEEN
PITNEY BOWES CREDIT CORPORATION, LESSOR
AND
USX CORPORATION, LESSEE

020-120-14-987

<u>Quantity</u>	<u>Manufacturer</u>	<u>Railcar No.</u>	<u>Description</u>	<u>Location</u>	<u>Serial Number</u>	<u>Lessor's Cost</u>	<u>Rent</u>
1	Difco	USX-2611	Air Side Dump Car	Mt. Iron, MN	2126-08	\$127,630.00 ✓	\$4,002.86
1	Difco	USX-2612	Air Side Dump Car	Mt. Iron, MN	2126-09	127,630.00 ✓	4,002.86