

2-259A005

THOMPSON, HINE AND FLORY

ATTORNEYS AT LAW

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RECORDATION NO. 16050-C  
FILED 1992  
FAX (202) 331-8330  
TELEX 904173

SEP 16 1992 9 50 AM

INTERSTATE COMMERCE COMMISSION

September 11, 1992

**BY HAND**

Mr. Sidney L. Strickland, Jr.  
Secretary  
Interstate Commerce Commission  
Room 1324  
Washington, D.C. 20423

Dear Mr. Strickland:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. § 11303 and 49 C.F.R § 1177 are the original and one certified true copy of a Third Extension Agreement entered into as of July 23, 1992 by and between MHC, Inc., an Oregon corporation, and Soo Line Railroad Company, a Minnesota corporation.

The enclosed document is a Third Extension Agreement dated as of July 23, 1992 and is a secondary document within the meaning of 49 C.F.R. § 1177.1(b). The primary documents to which this secondary document is related are recorded under Recordation Nos. 16050, 16051, 16052, 16053, 16054 and 16771. The primary documents are rail car leases, the terms of which are extended by the enclosed Extension Agreement. It is requested that this Extension Agreement be cross-indexed.

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

Lessor: MHC, Inc.  
One Central Park Plaza  
Omaha, Nebraska 68102  
  
Lessee: Soo Line Railroad Company  
Box 530  
Minneapolis, Minnesota 55440

SEP 15 9 50 AM '92  
FBI - WASHINGTON

Counter parts - JWH (Jeff Gohl, City)

THOMPSON, HINE AND FLORY

Mr. Sidney L. Strickland, Jr.  
September 11, 1992  
Page 2

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

Covered hopper cars of 4750 cubic foot capacity subject of lease agreements filed under Recordation Nos. 16050, 16051, 16052, 16053, 16054 and 16771.

A filing fee of \$16 is enclosed. Please return the original document to the bearer upon completion and recordation.

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

Extension of the term of hopper car leases between MHC, Inc., an Oregon corporation, as Lessor, and Soo Line Railroad Company, a Minnesota corporation, as Lessee, dated as of August 15, 1989 and covering those covered hopper cars that are the subject of the lease agreements between MHC, Inc. and Soo Line Railroad Company, dated as of November 1, 1988 and bearing Recordation Nos. 16050, 16051, 16052, 16053 and 16054 and a hopper car lease between ConAgra, Inc., a Delaware corporation, successor to Peavey Company, as Lessor, and Soo Line Railroad Company, a Minnesota corporation, as Lessee, dated as of July 23, 1992 covering those covered hopper cars that are the subject of the lease agreement between ConAgra, Inc., a Delaware corporation, successor to Peavey Company, as Lessor, and Soo Line Railroad Company, a Minnesota corporation, as Lessee, dated as of August 15, 1989 and bearing Recordation No. 16771.

Very truly yours,



Peter A. Greene

PAG/mm  
Enclosures  
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**Interstate Commerce Commission**

Washington, D.C. 20423

9/17/92

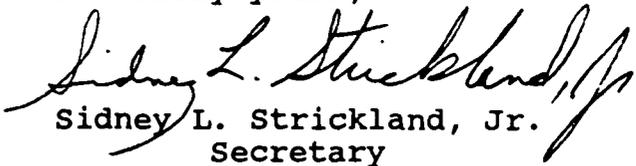
OFFICE OF THE SECRETARY

Peter A. Greene  
Thompson, Hine And Flory  
1920 N Street, NW  
Washington, DC. 20036-1601

Dear Sirs:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 9/16/92 & at 9:50AM & 9/17/92 at 9:35AM, and assigned recordation number(s). 16050-C 16051-B, 16052-B, 16053-B, 16054-B and 16771-A.

Sincerely yours,

  
Sidney L. Strickland, Jr.  
Secretary

16050-*e*

SEP 16 1992 9:50 AM

THIRD EXTENSION AGREEMENT - INTERSTATE COMMERCE COMMISSION

THIS THIRD EXTENSION AGREEMENT made as of this 23 day of July, 1992, among CONAGRA, INC., a Delaware corporation ("ConAgra"), MHC, Inc., an Oregon corporation ("MHC") and the Soo Line Railroad Company, a Minnesota corporation ("Soo"); the parties wish to enter into this Third Extension Agreement with respect to the lease of certain railroad equipment subject to the following terms and conditions:

RECITALS:

A. MHC and Soo are parties to three Hopper Car Lease Agreements (the "MHC Lease Agreements") for the lease of certain railroad equipment each dated November 1, 1988 and filed with the Interstate Commerce Commission November 29, 1988.

B. ConAgra and Soo are parties to two Hopper Car Lease Agreements for the lease of certain railroad equipment, the first dated November 1, 1988 and filed with the Interstate Commerce Commission November 29, 1988 and the second dated August 15, 1989 and filed with the Interstate Commerce Commission on February 20, 1990 (the "ConAgra Lease Agreements").

C. The MHC Lease Agreements and the ConAgra Lease Agreements were extended and modified by MHC, ConAgra and Soo pursuant to an Extension Agreement dated August 15, 1989, and filed with the Interstate Commerce Commission February 20, 1990 (the "Extension Agreement");

D. The MHC Lease Agreements and the ConAgra Lease Agreements are hereinafter collectively referred to the "Lease Agreements".

E. The Lease Agreements were extended and modified by MHC, ConAgra and Soo pursuant to an Extension Agreement dated August 31, 1990 (the "Second Extension Agreement");

F. The parties wish to clarify their understandings and extend the terms of the Lease Agreements, further modify the Lease Agreements and both *the* Extension Agreements. *PM*

NOW, THEREFORE, in consideration of the Recitals which are made a contractual part hereof, and in further consideration of the mutual covenants hereinafter contained, the parties agree:

1. Any and all references in the Extension Agreement and the Second Extension Agreement to MHC and the Soo Line Railroad Company as parties to "five Hopper Car Lease Agreements" is to mean the three MHC Lease Agreements and the two ConAgra Lease Agreements.

2. The term of each of the Lease Agreements is hereby extended through and including October 31, 1992.

3. The term of each of the Lease Agreements may be extended for an additional term of two years from November 1, 1992, through October 31, 1994, by mutual agreement of the parties. Written notification to extend the Lease Agreements shall be given by either party to the other and shall become binding by the other party's written acceptance.

4. The parties are subject to Covered Hopper Car Lease Agreements for the lease of 550 railroad cars bearing SOO Line controlled marks in the range MILW 113 to MILW 2073 and MNS 2108 to MNS 2112. Subsequent to the Lease, Extension Agreement and the Second Extension Agreement, the following Cars have been destroyed:

MILW	660
MILW	648
MILW	1345
MILW	951
MILW	2004
MILW	2009

This Third Extension Agreement shall apply to the remaining 544 Cars.

5. Paragraph 5 of each of the Lease Agreements is hereby deleted in its entirety and in its place the following shall apply:

Rentals payable hereunder from Lessee to Lessor shall be derived from and out of car hire and mileage payments. For the purpose of this Agreement, car hire and mileage payments shall consist of:

- A. Time and mileage payments accruing at published rate while any Car is operating off the lines of Lessee; and
- B. All loaded and empty time while on Soo Line trackage and loaded mileage compensation at rates stated in UMLER subject to a maximum of \$200 average per car per month. Calculation of the monthly cap shall be on a fleet basis, i.e. not to exceed the equivalent of \$200 average per car.

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

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

If during the initial lease term, or any 12 month extension period, the net time and mileage earnings with respect to the Cars averages greater than \$5,400.00 per Car, Lessee shall have the right to withhold 50% of such excess from payments to the Lessor. The excess shall be deemed to be an incentive for Lessee's successful efforts to maximize off line earnings of the equipment.

6. All other provisions of the Lease Agreements, Extension Agreement and First Extension Agreement shall remain in full force and effect and unaltered by the revisions herein set forth.

MHC, INC.

By: *Deft Galt*  
Its: President

Date: 7/23/92

Attest:  
By: *Reeder P. Jones*  
7-23-92

CONAGRA, INC.

By: *D. J. Stone*  
Its: V.P. Trans

Date: 7/23/92

Attest:  
By: *[Signature]*

SOO LINE RAILROAD COMPANY

By: *[Signature]*  
Its: Vice President  
Equipment Management

Date: 8/14/92

Attest:  
By: \_\_\_\_\_

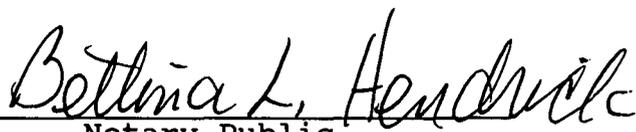
AFFIDAVIT

DISTRICT OF )  
                  )     ss.  
COLUMBIA        )

Peter A. Greene, having been duly sworn, deposes and says that he has compared the attached copy of the Third Extension Agreement between MHC, Inc., an Oregon corporation, and Soo Line Railroad Company, a Minnesota corporation, dated as of July 23, 1992, to the original document and found the copy to be complete and identical in all respects to the original document.

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

Subscribed and sworn to before me, a notary public in and for the District of Columbia, this 11th day of September 1992.

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

My Commission Expires: 1-31-96  
c:\misc\third.aff