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REGISTRATION FEE FILED

DEC 29 1993 2:10 PM

LEASE SUPPLEMENT AND ACCEPTANCE CERTIFICATE  
NUMBER NB-01.

This Lease Supplement and Acceptance Certificate is dated December 29, 1993 (the "Lease Supplement") and is executed by NATIONSBANC LEASING CORPORATION, a North Carolina corporation ("Lessor") and J.R. SIMPLOT COMPANY, a Nevada corporation ("Lessee") pursuant to Section 4 of the Master Equipment Lease Agreement, dated as of October 15, 1993 between Lessee and Lessor (as amended from time to time, the "Agreement"). All capitalized terms used herein but not defined herein shall have the meanings given to such terms in the Agreement.

Lessee hereby acknowledges and agrees that the equipment specified on Annex A hereto (the "Equipment") has been delivered to Lessee on the date hereof at the delivery place described below, and that, as between Lessor and Lessee, the Equipment (a) has been inspected to the complete satisfaction of Lessee, (b) is in good operating order, repair and condition, (c) is of a size, design, capacity and manufacture selected by Lessee, (d) is suitable for Lessee's purposes, (e) has been unconditionally accepted by Lessee on the date hereof, for all purposes of the Agreement, and (f) is subject to all of the terms, conditions and provisions of the Agreement. Lessee further acknowledges, agrees and certifies that Lessor has made no representation, warranty, covenant or guarantee of any type or kind, expressed or implied, with respect to the Equipment and that the insurance policies, certificates or other documents evidencing the coverages required under the Agreement have been delivered to Lessor.

Lessee hereby leases from Lessor the Equipment upon and subject to all of the terms, conditions and provisions of the Agreement, and Lessor and Lessee further agree and state as follows:

1. Delivery Place for the Equipment: Power County, Idaho.
2. The Equipment shall be placed in service on December 29, 1993.
3. Pursuant to Section 168(c)(1) of the Code, the applicable recovery period for the Equipment shall be seven (7) years.
4. As of the date hereof, the Acquisition Cost is \$2,024,820.00.
5. There shall be an Interim Term for that portion of the Equipment listed on Annex A hereto which shall commence on December 29, 1993 and shall end on December 31, 1993, both dates inclusive. During the Interim Term no Basic Payments pursuant to the provisions of Section 7 of the Agreement shall be due.
6. The Basic Term for the Equipment commences on January 1, 1994 and ends on December 31, 2002 (the latter date, the "Expiration Date"), both dates inclusive, unless sooner terminated or renewed in accordance with the provisions of the

**Agreement.**

7. The Basic Payment Factor is 3.308589%.
8. The Basic Payment Dates are March 31, June 30, September 30 and December 31 during the Term.
9. The Basic Payment for the Equipment for each quarterly period of the Term is in an amount equal to the Basic Payment Factor multiplied by the aggregate Acquisition Cost for the Equipment described in Annex A hereto.
10. The Early Termination Date for the Equipment is December 31, 2000.
  - a. The Early Termination Rate pursuant to Section 5(c) of the Agreement for the Equipment is 40.426297%.
11. Lessee and Lessor ( ) have (X) have not agreed to treat the Equipment listed on Annex A hereto as subject to a "qualified motor vehicle operating lease agreement" for federal income tax purposes. If "have" is marked above and initialed by the parties to this Lease Supplement, it is hereby acknowledged that the parties intend that the Equipment listed on Annex A hereto and Lease be subject to the provisions of Section 7701(h) of the Internal Revenue Code of 1986, as amended (the "Code"). This statement is intended by Lessee to satisfy the requirements of Section 7701(h) of the Code.
  - a. The Estimated Residual Value of the Equipment will be \_\_\_\_\_% of the Acquisition Cost upon the Expiration Date.
  - b. Lessor Risk Percentage is \_\_\_\_\_% of Acquisition Cost.
10. The Casualty Loss Value percentages for the Equipment are set forth on Annex B hereto.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Lease Supplement and Acceptance Certificate to be executed by their duly authorized representatives as of the date first above written.

NATIONSBANC LEASING CORPORATION

By: Herbert T. Thurau  
Name: Herbert T. Thurau  
Title: Vice President

ATTEST:

By: M. Randall Ross  
Name: M. Randall Ross  
Title: Assistant Secretary

(Corporate Seal)

J.R. SIMPLOT COMPANY

By: James D. Crawford  
Name: JAMES D. CRAWFORD  
Title: Treasurer

ATTEST:

By: Ronald N. Graves  
Name: RONALD N. GRAVES  
Title: Vice President, Secretary  
and General Counsel

(Corporate Seal)

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Willie H. Robinson, Jr., a Notary Public of the County and State aforesaid, certify that M. Rendell Ross personally came before me this day and acknowledged that (s)he is Assistant Secretary of NationsBanc Leasing Corporation, a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Vice President, sealed with its corporate seal and attested by M. Rendell Ross as its Assistant Secretary.

WITNESS my hand and official stamp or seal, this 24<sup>th</sup> day of December, 1993.

Willie H. Robinson Jr.  
Notary Public

My Commission Expires:

2-16-98  
(Notary Public)





**Annex A to  
Lease Supplement**

**Thirty (30) Union Tank Car Company III A100WI T104 14,700 gallon  
insulated Tank Cars with the following Car Numbers:**

JRSX1100	JRSX1115
JRSX1101	JRSX1116
JRSX1102	JRSX1117
JRSX1103	JRSX1118
JRSX1104	JRSX1119
JRSX1105	JRSX1120
JRSX1106	JRSX1121
JRSX1107	JRSX1122
JRSX1108	JRSX1123
JRSX1109	JRSX1124
JRSX1110	JRSX1125
JRSX1111	JRSX1126
JRSX1112	JRSX1127
JRSX1113	JRSX1128
JRSX1114	JRSX1129