



**BOMBARDIER  
CAPITAL**

**Bombardier Capital Rail Inc.**  
6900 Wedgwood Road, Suite 120  
Maple Grove, MN 55311 United States  
Telephone (763) 420-8000  
Fax (763) 420-8003  
<http://www.capital.bombardier.com>

July 23, 2001

**Surface Transportation Board**  
Recordation of Railroad Equipment  
1925 K. Street NW, Suite 704  
Washington, D.C. 20423-0001



Dear Sir or Madam,

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are three (3) originals of Memorandum of Railcar Lease Agreement dated as of January 11, 2001, a primary document as defined in the Board's Rules for Recordation of Documents.

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

Lessor:           Bombardier Capital Rail Inc.  
                      (formerly called NorRail, Inc.)  
                      6900 Wedgwood Road, Suite 120  
                      Maple Grove, MN 55311  
                      Phone: 763-416-7207

Lessee:           Cereal Foods  
                      2001 Shawnee Mission Parkway  
                      Mission Woods, KS 66205  
                      913-890-6300

The enclosed Memorandum of Railcar Lease Agreement covers the thirty-three (33) 5650 Cu Ft Covered Hopper Railcars bearing reporting mark and numbers identified on Exhibit A attached hereto. A short summary of the document to appear in the index follows: "Memorandum of Lease between Bombardier Capital Rail Inc., as Lessor, and Cereal Foods, as Lessee covering thirty-three (33) 5650 Cu Ft Covered Hopper Railcars. The Railcars are marked with the NRLX reporting mark and numbered as indicated on Exhibit A to the Memorandum attached hereto."

Enclosed is our check in the amount of \$26.00 payable to the order of the Surface Transportation Board covering the required recordation fee. Kindly return one (1) stamped copy of the enclosed document to the undersigned. If you have any questions or require any further information in connection with this filing, please contact the undersigned at 763-416-7207.

Very truly yours,

*Gail M. Blagsvedt/ko*  
Gail M. Blagsvedt  
Contract Administrator  
Enclosures

RECORDATION NO. 23592 FILED  
AUG 2 '01 4-05 PM  
TS  
SURFACE TRANSPORTATION BOARD

**MEMORANDUM OF RAILCAR LEASE AGREEMENT**

THIS MEMORANDUM OF RAILCAR LEASE AGREEMENT is made and entered into as of ~~December~~ 11, 2000 by and between **Bombardier Capital Rail Inc.** (formerly called NorRail, Inc.), a Minnesota Corporation ("Lessor") and **Cereal Food Processors, Inc.**, a Kansas Corporation ("Lessee"), with reference to the following:

1. Lessor has agreed to lease to Lessee, and Lessee has agreed to lease from Lessor various railcars pursuant to one or more Schedules to the Lease to be entered into by Lessor and Lessee from time to time, all as more particularly described in that certain Railcar Service and Lease Agreement No. 0351749 dated September 30, 1997 between Lessor and Lessee (hereinafter referred to as the "Lease").
2. Pursuant to Schedule No. 005 to the Lease, Lessor has agreed to lease to Lessee and Lessee has agreed to lease from Lessor the thirty-~~one~~ <sup>two</sup> new Power Flo II+ 5650 Cu. Ft. Pressure Differential Covered Hopper Railcars bearing the reporting marks and numbers identified on Exhibit A attached hereto, all as more particularly described in the Lease.
3. The Lease shall be effective as of the execution date thereof and shall be subject to the term of the Lease, as provided therein.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Memorandum of Railcar Lease Agreement to be executed as of the date first above written.

Lessee: **Bombardier Capital Rail Inc.**

By: L. Lee Struble  
L. Lee Struble

Its: **Vice President-Sales**

By: Bradley C. Gunstad  
Bradley C. Gunstad

Its: **Vice President & General Counsel**

Lessor: **Cereal Food Processors, Inc.**

By: J. Paul Barton

Its: **Executive Vice President**

By: Donald P. Corke

Its: **Sr VP Transportation**

11/11/01

RECORDATION NO. 23592

AUG 2 '01 4-05 PM

SURFACE TRANSPORTATION BOARD



**Amendment No. 1 to Schedule No. 005 to Lease Agreement No. 0351749**

This Amendment No. 1 (this "Amendment") is made as of this 22<sup>nd</sup> day of February, 2001 by and between **Bombardier Capital Rail Inc.** (formerly called NorRail, Inc. and herein referred to as "Lessor") and **Cereal Food Processors, Inc.** (herein referred to as "Lessee") with respect to that certain Schedule No. 005 (the "Schedule") to the Master Railcar Service and Lease Agreement No. 0351749 dated as of September 30, 1997, respectively (the "Lease Agreement") by and between Lessor and Lessee.

**WHEREAS,** pursuant to Schedule No. 005 Lessor has delivered to Lessee and Lessee has accepted from Lessor thirty-one (31) 5650 Cu. Ft. PD Covered Hopper Railcars (the "Railcars").

**WHEREAS,** Lessee and Lessor desire to amend Schedule No. 005 so as to provide for the delivery of two (2) additional Railcars.

**NOW, THEREFORE,** for and in consideration of the premises and the mutual conveyance contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. Two (2) additional Railcars (NRLX056628 and NRLX056631) were delivered to Lessee in accordance with the terms and conditions of Schedule No. 005. The original thirty-one (31) Railcars and the two (2) additional Railcars shall collectively be referred to as the "Railcars" for all purposes of Schedule No. 005.

2. The term of the Lease, with respect to all thirty-three (33) Railcars covered by Schedule No. 005, shall be sixty (60) months commencing on January 1, 2001 and continuing to December 31, 2005.

3. The Lease Agreement and Schedule No. 005 shall remain in full force and effect except as expressly amended hereby. Capitalized terms used herein and not otherwise defined shall have the meanings as set forth in the Lease Agreement and Schedule No. 005.

**IN WITNESS WHEREOF,** Lessee and Lessor have executed this Amendment as of the day and year set forth above.

**LESSOR: Bombardier Capital Rail Inc.**

**LESSEE: Cereal Food Processors, Inc.**

BY: *L. Lee Struble*

BY: *J. Paul Bahr*

ITS: **L. Lee Struble  
Vice President-Sales**

ITS: **Executive Vice President**

BY: *Bradley C. Gunstad*

BY: \_\_\_\_\_

ITS: **Bradley C. Gunstad  
Vice President & General Counsel**

ITS: \_\_\_\_\_

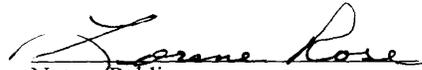
**EXHIBIT A TO  
MEMORANDUM OF RAILCAR LEASE AGREEMENT**

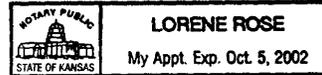
<b>EQUIP</b>	<b>ON RENT</b>
NRLX056268	11/29/00
NRLX056275	12/4/00
NRLX056279	11/29/00
NRLX056289	11/29/00
NRLX056304	11/29/00
NRLX056450	12/4/00
NRLX056481	11/16/00
NRLX056482	11/20/00
NRLX056484	12/4/00
NRLX056490	11/25/00
NRLX056491	11/25/00
NRLX056493	11/25/00
NRLX056494	11/20/00
NRLX056495	11/25/00
NRLX056496	11/25/00
NRLX056497	11/25/00
NRLX056498	11/25/00
NRLX056499	11/25/00
NRLX056500	11/20/00
NRLX056504	11/25/00
NRLX056508	11/20/00
NRLX056510	11/16/00
NRLX056512	12/11/00
NRLX056513	12/11/00
NRLX056516	12/11/00
NRLX056517	12/11/00
NRLX056520	11/16/00
NRLX056521	11/16/00
NRLX056523	11/16/00
NRLX056524	11/22/00
NRLX056595	11/1/00
NRLX056628	2/22/01
NRLX056631	2/1/01

STATE OF KANSAS, COUNTY OF JOHNSON TO WIT:

On this 29<sup>th</sup> day of December, 2000, before me personally appeared, J. Brock Barton and G. P. Corkle, to me personally known, who being by me duly sworn, says that they are the SR VP and the Execu V.P., respectively of Cereal Food Processors, Inc., a Kansas Corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Seal)

  
Notary Public  
My commission expires: 10-5-02



STATE OF MINNESOTA, COUNTY OF HENNEPIN TO WIT:

On this 23<sup>rd</sup> day of ~~December~~ January, 2000, before me personally appeared, L. Lee Struble and Bradley C. Gunstad to me personally known, who being by me duly sworn, says that they are the Vice President-Sales and the Vice President, General Counsel, respectively of Bombardier Capital Rail Inc., a Minnesota Corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Seal)

  
Notary Public  
My commission expires: 1-31-05

