

CRAVATH, SWAINE & MOORE

ONE CHASE MANHATTAN PLAZA

NEW YORK, N.Y. 10005

212 HANOVER 2-3000

TELEX  
RCA 233683  
WUD 125547  
WUI 620976

MAURICE T. MOORE  
BRUCE BROMLEY  
WILLIAM B. MARSHALL  
RALPH L. McAFEE  
ROYALL VICTOR  
ALLEN H. MERRILL  
HENRY W. DE KOSMIAN  
ALLEN F. MAULSBY  
STEWART R. BROSS, JR.  
HENRY P. RIORDAN  
JOHN R. HUPPER  
SAMUEL C. BUTLER  
WILLIAM J. SCHRENK, JR.  
BENJAMIN F. CRANE  
FRANCIS F. RANDOLPH, JR.  
JOHN F. HUNT  
GEORGE J. GILLESPIE, III  
RICHARD S. SIMMONS  
WAYNE E. CHAPMAN  
THOMAS D. BARR  
MELVIN L. BEDRICK  
GEORGE T. LOWY  
ROBERT ROSENMAN

JAMES H. DUFFY  
ALAN J. HRUSKA  
JOHN E. YOUNG  
JAMES M. EDWARDS  
DAVID G. ORMSBY  
DAVID L. SCHWARTZ  
RICHARD J. HIEGEL  
FREDERICK A. O. SCHWARZ, JR.  
CHRISTINE BESHAR  
ROBERT S. RIFKIND  
DAVID O. BROWNWOOD  
PAUL M. DODYK  
RICHARD M. ALLEN  
THOMAS R. BROME  
ROBERT D. JOFFE  
ROBERT F. MULLEN  
ALLEN FINKELSON  
RONALD S. ROLFE  
JOSEPH R. SAHID  
PAUL C. SAUNDERS  
MARTIN L. SENZEL  
DOUGLAS D. BROADWATER  
ALAN C. STEPHENSON

3-1171021

APR 27 1979  
Date  
Fee \$ 10.00

Washington, D.C.

COUNSEL  
ROSWELL L. GILPATRICK  
ALBERT R. CONNELLY  
FRANK H. DETWEILER  
GEORGE G. TYLER

CARLYLE E. MAW  
L. R. BRESLIN, JR.  
GEORGE B. TURNER  
JOHN H. MORSE  
HAROLD R. MEDINA, JR.  
CHARLES R. LINTON

4, PLACE DE LA CONCORDE  
75008 PARIS, FRANCE  
TELEPHONE: 265-81-54  
TELEX: 290530

33 THROMORTON STREET  
LONDON, EC2N 2BR, ENGLAND  
TELEPHONE 01-608-1421  
TELEX: 8814901

CABLE ADDRESSES  
CRAVATH, N. Y.  
CRAVATH, PARIS  
CRAVATH, LONDON E. C. 2

RECORDATION NO. 10085-A Filed 1425

APR 27 1979 - 12 22 PM  
INTERSTATE COMMERCE COMMISSION

April 25, 1979

Amendment No. 1 dated April 25, 1979  
Amending Continental Grain Company Participation Agreement  
dated as of December 29, 1979

Dear Sir:

Pursuant to 49 U.S.C. § 11303 and the Commission's rules and regulations thereunder, as amended, I enclose herewith on behalf of Continental Grain Company for filing and recordation counterparts of the following document:

Amendment No. 1 dated April 25, 1979, which amends the Equipment Lease dated as of December 29, 1978, between First Security Bank of Utah, N.A., as Trustee, and Continental Grain Company, as Lessee. The Equipment Lease was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on February 12, 1979, at 3:10 p.m. and assigned recordation number 10085.

The names and addresses of the parties to the aforementioned Equipment Lease are as follows:

(1) Trustee--Owner Trustee--Lessor--Mortgagor:

First Security Bank of Utah, N.A.,  
79 South Main Street,  
Salt Lake City, Utah 84111.

RECEIVED  
APR 27 12 23 PM '79  
FEE OPERATION BR.  
I.C.C.

*Continental Grain Company*

(2) Lessee:

Continental Grain Company,  
277 Park Avenue,  
New York, N. Y. 10017

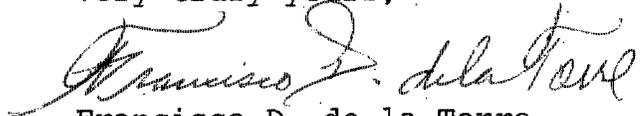
The equipment covered by the aforementioned Equipment Lease document consists of the following:

Seven hundred (700) 100-Ton 4,750 Cubic Foot, Steel Covered Hopper Cars with Trough type hatch, (AAR Mechanical Designation: LO), bearing Continental Grain Company identifying numbers SSIX20000 through SSIX20699, both inclusive.

There is also enclosed a check for \$10 payable to the Interstate Commerce Commission, representing the fee for recording the Amendment No. 1 to the Equipment Lease.

Please stamp all counterparts of the enclosed documents with your official recording stamp. You will wish to retain one copy of the instrument for your files. It is requested that the remaining counterparts be delivered to the bearer of this letter.

Very truly yours,



Francisco D. de la Torre  
As Agent for Continental  
Grain Company

H. G. Homme, Jr., Esq.,  
Acting Secretary,  
Interstate Commerce Commission,  
Washington, D. C. 20423

Encls.

31

RECORDATION NO. 10085-A Filed 1425

APR 27 1979 - 12 32 PM

INTERSTATE COMMERCE COMMISSION

April 24, 1979

AMENDMENT NO. 1 TO THE PARTICIPATION AGREEMENT (the "Participation Agreement"), THE EQUIPMENT LEASE AGREEMENT (the "Lease") and THE SUPPLEMENTAL INDENTURE NO. 260 (the "Supplemental Indenture") dated December 29, 1978, among FIRST SECURITY BANK OF UTAH, N.A., not in its individual capacity, but solely as trustee (the "Owner-Trustee") for each of Merrill Lynch Leasing Inc. and Bank of the West under a Master Trust Agreement dated as of October 1, 1976, between it and ITEL CAPITAL SERVICES CORPORATION, as Owner-Trustee, UNITED STATES TRUST COMPANY OF NEW YORK, not in its individual capacity except as expressly provided for in the Participation Agreement, but solely as trustee (the "Trustee") under a TRUST INDENTURE dated as of October 1, 1976, between it and the Owner-Trustee, MERRILL LYNCH LEASING INC., as Beneficiary, BANK OF THE WEST, as Beneficiary, CONTINENTAL GRAIN COMPANY, as Lessee (the "Lessee"), LEASE INVESTMENTS TRUST, as the Interim Lender (the "Interim Lender"), and JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY, as the Long-Term Lender (the "Long-Term Lender").

Whereas the parties hereto have heretofore entered into the Participation Agreement, the Owner-Trustee and the Lessee have entered into the Lease and the Owner-Trustee and the Trustee have executed the Supplemental Indenture, and now desire to modify and amend the Participation Agreement, the Lease and the Supplemental Indenture as hereinafter provided; and

Whereas the Lease and the Supplemental Indenture were filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on February 12, 1979, at 3:10 p.m. and were assigned recordation numbers 10085 and 9644-D, respectively;

NOW THEREFORE, it is hereby agreed that the Participation Agreement, the Lease and the Supplemental Indenture be and each of them hereby is modified and amended as follows (the defined terms used therein being used herein unless the context otherwise requires):

1. With respect to Exhibit B of the Participation Agreement, at page 3, the definition of Take-Out Date is hereby modified and amended to be:

Take-Out Date. The later of (i) April 27, 1979, and (ii) the Closing Date with respect to the last delivered Item of Equipment (but in no event later than June 25, 1979).

2. With respect to the Lease at page 1 of Exhibit C, the definition of Basic Rent Commencement Date is hereby modified and amended to be:

Basic Rent Commencement Date. The earlier of (i) the Closing Date with respect to the last delivered Item of Equipment and (ii) June 25, 1979 (but in no event earlier than April 27, 1979).

3. With respect to the Supplemental Indenture at pages 10 and 11 of Exhibit A thereto, Paragraph "(Q)" of the Modifications of Provisions of Indenture is hereby modified and amended to be that in Schedule A attached hereto.

IN WITNESS WHEREOF, the parties hereto have each caused this Amendment No. 1 to the Participation Agreement, the Lease and the Supplemental Indenture to be duly executed by their respective officers thereunto duly authorized as of

the date set forth hereto.

FIRST SECURITY BANK OF UTAH, N.A.,  
not in its individual capacity,  
except as expressly provided  
for in the Participation Agree-  
ment, the Lease and the Supple-  
mental Indenture, but solely  
as trustee for each of Merrill  
Lynch Leasing Inc. and Bank of  
the West under a Master Trust  
Agreement dated as of October 1,  
1976, between it and Itel Capital  
Services Corporation, as Owner-  
Trustee,

by  
\_\_\_\_\_

Attest:

\_\_\_\_\_  
Assistant Secretary



JOHN HANCOCK MUTUAL LIFE  
INSURANCE COMPANY, as Long-Term  
Lender,

by

\_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary

CONTINENTAL GRAIN COMPANY, as  
Lessee,

by

\_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary



STATE OF NEW YORK, )  
 ) ss.:  
COUNTY OF NEW YORK, )

On the 26 day of April 1979, before me personally appeared George Boswell, to me personally known, who, being by me duly sworn, said that he is an Assistant Vice President of UNITED STATES TRUST COMPANY OF NEW YORK, that one of the seals affixed to the foregoing instrument is the corporate seal of said banking corporation and that said instrument was signed and sealed on behalf of said banking corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said banking corporation.

Christine C. Collins

Notary Public

CHRISTINE C. COLLINS  
Notary Public, State of New York  
No. 31-4624735  
Qualified in New York County  
Certificate filed in New York County  
Commission Expires March 30, 1980

[Notarial Seal]

My Commission expires

My Commission expires

STATE OF MASSACHUSETTS, )  
 ) ss.:  
COUNTY OF , )

On this \_\_\_\_\_ day of April 1979, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, said that he is an Authorized Officer of JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY, that one of the seals affixed to the foregoing instrument is the seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its By-laws and he acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.

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

[Notarial Seal]





STATE OF NEW YORK, )  
 ) ss.:  
COUNTY OF NEW YORK, )

On this            day of April 1979, before me personally appeared           , to me personally known, who, being by me duly sworn, said that he is Vice President of CONTINENTAL GRAIN COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

---

Notary Public

[Notarial Seal]

My Commission expires

SCHEDULE A

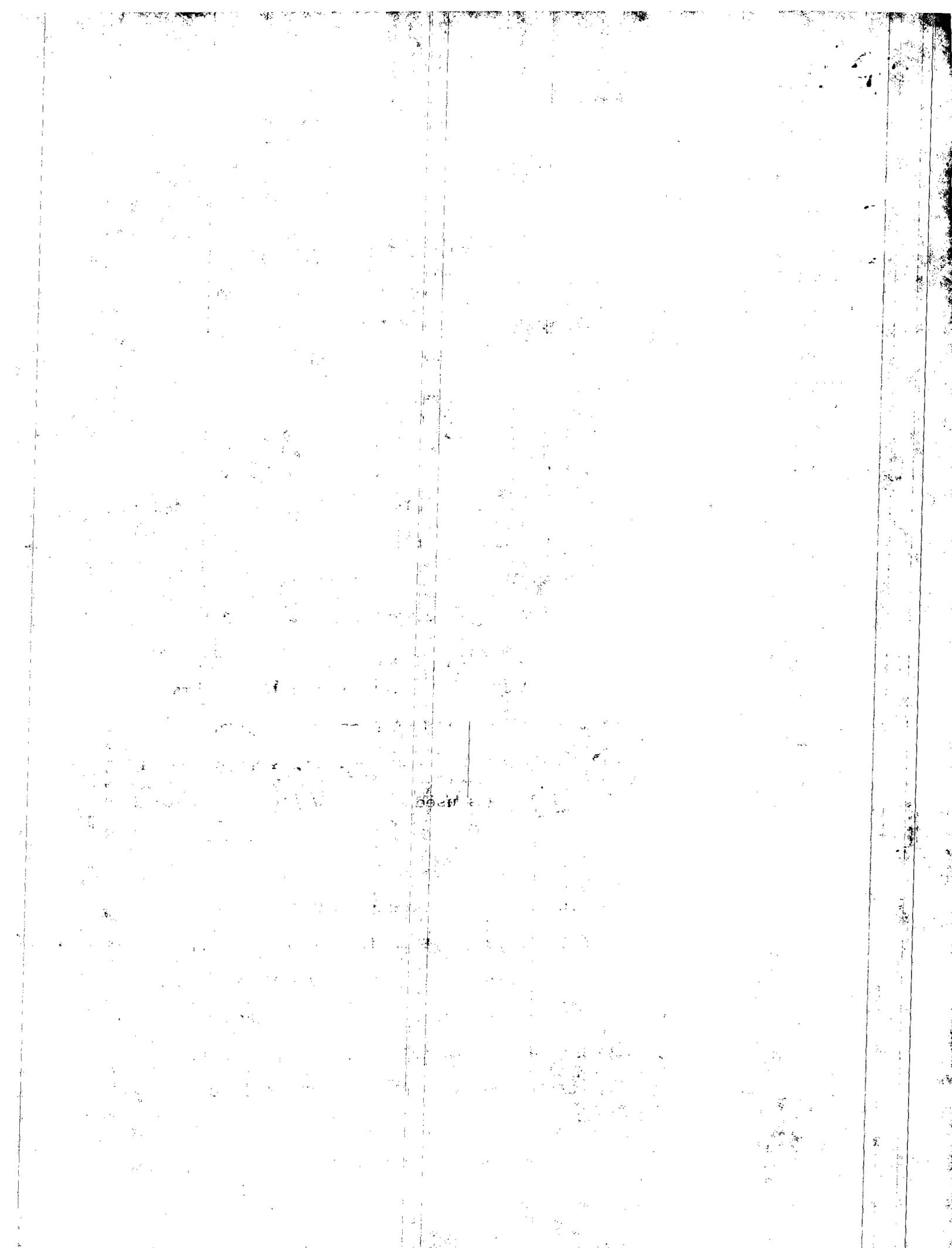
For purposes of this Supplement payments shall not be level consecutive payments of principal and interest, but rather, for each \$1,000,000 of principal amount of said Notes payments of principal and interests shall be as follows:

All Series of Notes

<u>Principal Payment Dates</u>	<u>Payment (consisting of principal and interest on unpaid principal) per Principal Payment Date based upon \$1,000,000 principal amount of all Notes</u>
All Dates occurring prior to December 31, 1989	\$57,778.12
Both Dates in 1990	60,936.95
Both Dates in 1991	60,936.95
Both Dates in 1992	51,110.73
Both Dates in 1993	50,009.07
Both Dates in 1994	48,848.66
Both Dates in 1995	47,626.36
Both Dates in 1996	<del>46,838.87</del> 46,338.87 MB
Both Dates in 1997	63,555.62
Both Dates in 1998	70,406.85
Last Principal Payment Date in 1999	70,407.75

April 24, 1979

AMENDMENT NO. 1 TO THE PARTICIPATION AGREEMENT (the "Participation Agreement"), THE EQUIPMENT LEASE AGREEMENT (the "Lease") and THE SUPPLEMENTAL INDENTURE NO. 260 (the "Supplemental Indenture") dated December 29, 1978, among FIRST SECURITY BANK OF UTAH, N.A., not in its individual capacity, but solely as trustee (the "Owner-Trustee") for each of Merrill Lynch Leasing Inc. and Bank of the West under a Master Trust Agreement dated as of October 1, 1976, between it and ITEL CAPITAL SERVICES CORPORATION, as Owner-Trustee, UNITED STATES TRUST COMPANY OF NEW YORK, not in its individual capacity except as expressly provided for in the Participation Agreement, but solely as trustee (the "Trustee") under a TRUST INDENTURE dated as of October 1, 1976, between it and the Owner-Trustee, MERRILL LYNCH LEASING INC., as Beneficiary, BANK OF THE WEST, as Beneficiary, CONTINENTAL GRAIN COMPANY, as Lessee (the "Lessee"), LEASE INVESTMENTS TRUST, as the Interim Lender (the "Interim Lender"), and JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY, as the Long-Term Lender (the "Long-Term Lender").



Whereas the parties hereto have heretofore entered into the Participation Agreement, the Owner-Trustee and the Lessee have entered into the Lease and the Owner-Trustee and the Trustee have executed the Supplemental Indenture, and now desire to modify and amend the Participation Agreement, the Lease and the Supplemental Indenture as hereinafter provided; and

Whereas the Lease and the Supplemental Indenture were filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on February 12, 1979, at 3:10 p.m. and were assigned recordation numbers 10085 and 9644-D, respectively;

NOW THEREFORE, it is hereby agreed that the Participation Agreement, the Lease and the Supplemental Indenture be and each of them hereby is modified and amended as follows (the defined terms used therein being used herein unless the context otherwise requires):

1. With respect to Exhibit B of the Participation Agreement, at page 3, the definition of Take-Out Date is hereby modified and amended to be:

Take-Out Date. The later of (i) April 27, 1979, and (ii) the Closing Date with respect to the last delivered Item of Equipment (but in no event later than June 25, 1979).

2. With respect to the Lease at page 1 of Exhibit C, the definition of Basic Rent Commencement Date is hereby modified and amended to be:

Basic Rent Commencement Date. The earlier of (i) the Closing Date with respect to the last delivered Item of Equipment and (ii) June 25, 1979 (but in no event earlier than April 27, 1979).

3. With respect to the Supplemental Indenture at pages 10 and 11 of Exhibit A thereto, Paragraph "(Q)" of the Modifications of Provisions of Indenture is hereby modified and amended to be that in Schedule A attached hereto.

IN WITNESS WHEREOF, the parties hereto have each caused this Amendment No. 1 to the Participation Agreement, the Lease and the Supplemental Indenture to be duly executed by their respective officers thereunto duly authorized as of

the date set forth hereto.

FIRST SECURITY BANK OF UTAH, N.A.,  
not in its individual capacity,  
except as expressly provided  
for in the Participation Agree-  
ment, the Lease and the Supple-  
mental Indenture, but solely  
as trustee for each of Merrill  
Lynch Leasing Inc. and Bank of  
the West under a Master Trust  
Agreement dated as of October 1,  
1976, between it and Itel Capital  
Services Corporation, as Owner-  
Trustee,

by  
\_\_\_\_\_

Attest:

\_\_\_\_\_  
Assistant Secretary

UNITED STATES TRUST COMPANY OF  
NEW YORK, not in its individual  
capacity but solely as trustee  
under a Trust Indenture dated  
as of October 1, 1976, between  
it and the Owner-Trustee, as  
Trustee,

by

\_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary

MERRILL LYNCH LEASING INC., as  
Beneficiary,

by

\_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary

BANK OF THE WEST, as Beneficiary,

by

\_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary

LEASE INVESTMENTS TRUST, as  
Interim Lender,

by

\_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary



JOHN HANCOCK MUTUAL LIFE  
INSURANCE COMPANY, as Long-Term  
Lender,

by Paul F. Cuddy

**INVESTMENT OFFICER**

Attest:

[Signature]  
ASST. Secretary

CONTINENTAL GRAIN COMPANY, as  
Lessee,

by

\_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary









SCHEDULE A

For purposes of this Supplement payments shall not be level consecutive payments of principal and interest, but rather, for each \$1,000,000 of principal amount of said Notes payments of principal and interests shall be as follows:

All Series of Notes

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All Dates occurring prior to December 31, 1989	\$57,778.12
Both Dates in 1990	60,936.95
Both Dates in 1991	60,936.95
Both Dates in 1992	51,110.73
Both Dates in 1993	50,009.07
Both Dates in 1994	48,848.66
Both Dates in 1995	47,626.36
Both Dates in 1996	<del>46,838.87</del> 46,338.87
Both Dates in 1997	63,555.62
Both Dates in 1998	70,406.85
Last Principal Payment Date in 1999	70,407.75

*PFC*

April 24, 1979

AMENDMENT NO. 1 TO THE PARTICIPATION AGREEMENT (the "Participation Agreement"), THE EQUIPMENT LEASE AGREEMENT (the "Lease") and THE SUPPLEMENTAL INDENTURE NO. 260 (the "Supplemental Indenture") dated December 29, 1978, among FIRST SECURITY BANK OF UTAH, N.A., not in its individual capacity, but solely as trustee (the "Owner-Trustee") for each of Merrill Lynch Leasing Inc. and Bank of the West under a Master Trust Agreement dated as of October 1, 1976, between it and ITEL CAPITAL SERVICES CORPORATION, as Owner-Trustee, UNITED STATES TRUST COMPANY OF NEW YORK, not in its individual capacity except as expressly provided for in the Participation Agreement, but solely as trustee (the "Trustee") under a TRUST INDENTURE dated as of October 1, 1976, between it and the Owner-Trustee, MERRILL LYNCH LEASING INC., as Beneficiary, BANK OF THE WEST, as Beneficiary, CONTINENTAL GRAIN COMPANY, as Lessee (the "Lessee"), LEASE INVESTMENTS TRUST, as the Interim Lender (the "Interim Lender"), and JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY, as the Long-Term Lender (the "Long-Term Lender").

Whereas the parties hereto have heretofore entered into the Participation Agreement, the Owner-Trustee and the Lessee have entered into the Lease and the Owner-Trustee and the Trustee have executed the Supplemental Indenture, and now desire to modify and amend the Participation Agreement, the Lease and the Supplemental Indenture as hereinafter provided; and

Whereas the Lease and the Supplemental Indenture were filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on February 12, 1979, at 3:10 p.m. and were assigned recordation numbers 10085 and 9644-D, respectively;

NOW THEREFORE, it is hereby agreed that the Participation Agreement, the Lease and the Supplemental Indenture be and each of them hereby is modified and amended as follows (the defined terms used therein being used herein unless the context otherwise requires):

1. With respect to Exhibit B of the Participation Agreement, at page 3, the definition of Take-Out Date is hereby modified and amended to be:

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2. With respect to the Lease at page 1 of Exhibit C, the definition of Basic Rent Commencement Date is hereby modified and amended to be:

Basic Rent Commencement Date. The earlier of (i) the Closing Date with respect to the last delivered Item of Equipment and (ii) June 25, 1979 (but in no event earlier than April 27, 1979).

3. With respect to the Supplemental Indenture at pages 10 and 11 of Exhibit A thereto, Paragraph "(Q)" of the Modifications of Provisions of Indenture is hereby modified and amended to be that in Schedule A attached hereto.

IN WITNESS WHEREOF, the parties hereto have each caused this Amendment No. 1 to the Participation Agreement, the Lease and the Supplemental Indenture to be duly executed by their respective officers thereunto duly authorized as of

the date set forth hereto.

FIRST SECURITY BANK OF UTAH, N.A.,  
not in its individual capacity,  
except as expressly provided  
for in the Participation Agree-  
ment, the Lease and the Supple-  
mental Indenture, but solely  
as trustee for each of Merrill  
Lynch Leasing Inc. and Bank of  
the West under a Master Trust  
Agreement dated as of October 1,  
1976, between it and Itel Capital  
Services Corporation, as Owner-  
Trustee,

by  
\_\_\_\_\_

Attest:

\_\_\_\_\_  
Assistant Secretary

UNITED STATES TRUST COMPANY OF  
NEW YORK, not in its individual  
capacity but solely as trustee  
under a Trust Indenture dated  
as of October 1, 1976, between  
it and the Owner-Trustee, as  
Trustee,

by

\_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary

MERRILL LYNCH LEASING INC., as  
Beneficiary,

by

\_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary

BANK OF THE WEST, as Beneficiary,

by

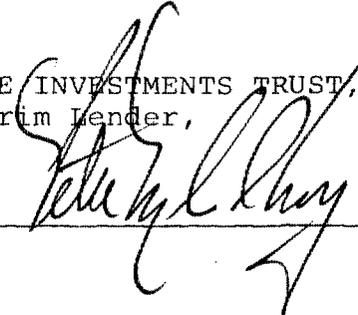
\_\_\_\_\_

Attest:

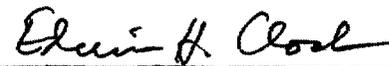
\_\_\_\_\_  
Secretary

LEASE INVESTMENTS TRUST, as  
Interim Lender,

by

  
\_\_\_\_\_

Attest:

  
\_\_\_\_\_  
~~Secretary~~  
General Counsel

JOHN HANCOCK MUTUAL LIFE  
INSURANCE COMPANY, as Long-Term  
Lender,

by

---

Attest:

---

Secretary

CONTINENTAL GRAIN COMPANY, as  
Lessee,

by

---

Attest:

---

Secretary



STATE OF NEW YORK, )  
 ) ss.:  
COUNTY OF NEW YORK, )

On the \_\_\_\_\_ day of April 1979, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, said that he is an Assistant Vice President of UNITED STATES TRUST COMPANY OF NEW YORK, that one of the seals affixed to the foregoing instrument is the corporate seal of said banking corporation and that said instrument was signed and sealed on behalf of said banking corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said banking corporation.

---

Notary Public

[Notarial Seal]

My Commission expires \_\_\_\_\_

My Commission expires \_\_\_\_\_

STATE OF MASSACHUSETTS, )  
 ) ss.:  
COUNTY OF \_\_\_\_\_, )

On this \_\_\_\_\_ day of April 1979, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, said that he is an Authorized Officer of JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY, that one of the seals affixed to the foregoing instrument is the seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its By-laws and he acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.

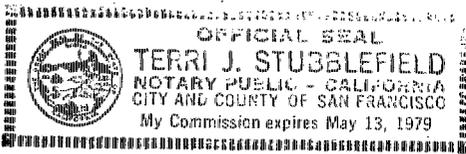
---

Notary Public

[Notarial Seal]

STATE OF CALIFORNIA, )  
 ) ss.:  
COUNTY OF SAN FRANCISCO, )

On the <sup>26<sup>th</sup></sup> day of April 1979, before me personally appeared PETER C. M. Choy, to me personally known, who being by me duly sworn, says that he is an authorized officer of ~~THE CORPORATION~~, LEASE INVESTMENTS TRUST, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



[SEAL]

Terri J. Stubblefield  
Notary Public

My Commission expires

STATE OF CALIFORNIA, )  
 ) ss.:  
COUNTY OF SANTA CLARA )

On the \_\_\_\_\_ day of April 1979, before me personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, says that he is an authorized officer of BANK OF THE WEST, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

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

[SEAL]

My Commission expires



STATE OF NEW YORK, )  
 ) ss.:  
COUNTY OF NEW YORK, )

On this            day of April 1979, before me personally appeared            , to me personally known, who, being by me duly sworn, said that he is Vice President of CONTINENTAL GRAIN COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

---

Notary Public

[Notarial Seal]

My Commission expires

SCHEDULE A

For purposes of this Supplement payments shall not be level consecutive payments of principal and interest, but rather, for each \$1,000,000 of principal amount of said Notes payments of principal and interests shall be as follows:

All Series of Notes

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Both Dates in 1998	70,406.85
Last Principal Payment Date in 1999	70,407.75

*Amee*

April 24, 1979

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Whereas the parties hereto have heretofore entered into the Participation Agreement, the Owner-Trustee and the Lessee have entered into the Lease and the Owner-Trustee and the Trustee have executed the Supplemental Indenture, and now desire to modify and amend the Participation Agreement, the Lease and the Supplemental Indenture as hereinafter provided; and

Whereas the Lease and the Supplemental Indenture were filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on February 12, 1979, at 3:10 p.m. and were assigned recordation numbers 10085 and 9644-D, respectively;

NOW THEREFORE, it is hereby agreed that the Participation Agreement, the Lease and the Supplemental Indenture be and each of them hereby is modified and amended as follows (the defined terms used therein being used herein unless the context otherwise requires):

1. With respect to Exhibit B of the Participation Agreement, at page 3, the definition of Take-Out Date is hereby modified and amended to be:

Take-Out Date. The later of (i) April 27, 1979, and (ii) the Closing Date with respect to the last delivered Item of Equipment (but in no event later than June 25, 1979).

2. With respect to the Lease at page 1 of Exhibit C, the definition of Basic Rent Commencement Date is hereby modified and amended to be:

Basic Rent Commencement Date. The earlier of (i) the Closing Date with respect to the last delivered Item of Equipment and (ii) June 25, 1979 (but in no event earlier than April 27, 1979).

3. With respect to the Supplemental Indenture at pages 10 and 11 of Exhibit A thereto, Paragraph "(Q)" of the Modifications of Provisions of Indenture is hereby modified and amended to be that in Schedule A attached hereto.

IN WITNESS WHEREOF, the parties hereto have each caused this Amendment No. 1 to the Participation Agreement, the Lease and the Supplemental Indenture to be duly executed by their respective officers thereunto duly authorized as of

the date set forth hereto.

FIRST SECURITY BANK OF UTAH, N.A.,  
not in its individual capacity,  
except as expressly provided  
for in the Participation Agree-  
ment, the Lease and the Supple-  
mental Indenture, but solely  
as trustee for each of Merrill  
Lynch Leasing Inc. and Bank of  
the West under a Master Trust  
Agreement dated as of October 1,  
1976, between it and Itel Capital  
Services Corporation, as Owner-  
Trustee,

by  
\_\_\_\_\_

Attest:

\_\_\_\_\_  
Assistant Secretary

UNITED STATES TRUST COMPANY OF  
NEW YORK, not in its individual  
capacity but solely as trustee  
under a Trust Indenture dated  
as of October 1, 1976, between  
it and the Owner-Trustee, as  
Trustee,

by

\_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary

MERRILL LYNCH LEASING INC., as  
Beneficiary,

by

\_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary

BANK OF THE WEST, as Beneficiary,

by

\_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary

LEASE INVESTMENTS TRUST, as  
Interim Lender,

by

\_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary

JOHN HANCOCK MUTUAL LIFE  
INSURANCE COMPANY, as Long-Term  
Lender,

by

\_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary

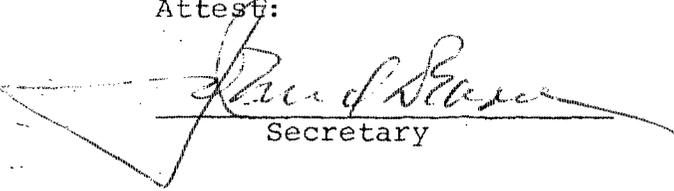
CONTINENTAL GRAIN COMPANY, as  
Lessee,

by

  
\_\_\_\_\_

Vice President - *TREASURER*

Attest:

  
\_\_\_\_\_  
Secretary



STATE OF NEW YORK, )  
 ) ss.:  
COUNTY OF NEW YORK, )

On the \_\_\_\_\_ day of April 1979, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, said that he is an Assistant Vice President of UNITED STATES TRUST COMPANY OF NEW YORK, that one of the seals affixed to the foregoing instrument is the corporate seal of said banking corporation and that said instrument was signed and sealed on behalf of said banking corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said banking corporation.

---

Notary Public

[Notarial Seal]

My Commission expires \_\_\_\_\_

My Commission expires \_\_\_\_\_

STATE OF MASSACHUSETTS, )  
 ) ss.:  
COUNTY OF \_\_\_\_\_, )

On this \_\_\_\_\_ day of April 1979, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, said that he is an Authorized Officer of JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY, that one of the seals affixed to the foregoing instrument is the seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its By-laws and he acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.

---

Notary Public

[Notarial Seal]





STATE OF NEW YORK, )  
 ) ss.:  
COUNTY OF NEW YORK, )

On this 26<sup>th</sup> day of April 1979, before me personally appeared J. B. Packham, to me personally known, who, being by me duly sworn, said that he is Vice President-TREASURER of CONTINENTAL GRAIN COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Notarial Seal]

My Commission expires

Sally C. Brown  
Notary Public  
SALLY C. BROWN  
Notary Public, State of New York  
No. 24-4640862  
Qualified in Kings County  
Certificate Filed in New York County  
Commission Expires March 30, 1980

SCHEDULE A

For purposes of this Supplement payments shall not be level consecutive payments of principal and interest, but rather, for each \$1,000,000 of principal amount of said Notes payments of principal and interests shall be as follows:

All Series of Notes

<u>Principal Payment Dates</u>	<u>Payment (consisting of principal and interest on unpaid principal) per Principal Payment Date based upon \$1,000,000 principal amount of all Notes</u>
All Dates occurring prior to December 31, 1989	\$57,778.12
Both Dates in 1990	60,936.95
Both Dates in 1991	60,936.95
Both Dates in 1992	51,110.73
Both Dates in 1993	50,009.07
Both Dates in 1994	48,848.66
Both Dates in 1995	47,626.36
Both Dates in 1996	46,338.87
Both Dates in 1997	63,555.62
Both Dates in 1998	70,406.85
Last Principal Payment Date in 1999	70,407.75

April 24, 1979

AMENDMENT NO. 1 TO THE PARTICIPATION AGREEMENT (the "Participation Agreement"), THE EQUIPMENT LEASE AGREEMENT (the "Lease") and THE SUPPLEMENTAL INDENTURE NO. 260 (the "Supplemental Indenture") dated December 29, 1978, among FIRST SECURITY BANK OF UTAH, N.A., not in its individual capacity, but solely as trustee (the "Owner-Trustee") for each of Merrill Lynch Leasing Inc. and Bank of the West under a Master Trust Agreement dated as of October 1, 1976, between it and ITEL CAPITAL SERVICES CORPORATION, as Owner-Trustee, UNITED STATES TRUST COMPANY OF NEW YORK, not in its individual capacity except as expressly provided for in the Participation Agreement, but solely as trustee (the "Trustee") under a TRUST INDENTURE dated as of October 1, 1976, between it and the Owner-Trustee, MERRILL LYNCH LEASING INC., as Beneficiary, BANK OF THE WEST, as Beneficiary, CONTINENTAL GRAIN COMPANY, as Lessee (the "Lessee"), LEASE INVESTMENTS TRUST, as the Interim Lender (the "Interim Lender"), and JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY, as the Long-Term Lender (the "Long-Term Lender").

Whereas the parties hereto have heretofore entered into the Participation Agreement, the Owner-Trustee and the Lessee have entered into the Lease and the Owner-Trustee and the Trustee have executed the Supplemental Indenture, and now desire to modify and amend the Participation Agreement, the Lease and the Supplemental Indenture as hereinafter provided; and

Whereas the Lease and the Supplemental Indenture were filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on February 12, 1979, at 3:10 p.m. and were assigned recordation numbers 10085 and 9644-D, respectively;

NOW THEREFORE, it is hereby agreed that the Participation Agreement, the Lease and the Supplemental Indenture be and each of them hereby is modified and amended as follows (the defined terms used therein being used herein unless the context otherwise requires):

1. With respect to Exhibit B of the Participation Agreement, at page 3, the definition of Take-Out Date is hereby modified and amended to be:

Take-Out Date. The later of (i) April 27, 1979, and (ii) the Closing Date with respect to the last delivered Item of Equipment (but in no event later than June 25, 1979).

2. With respect to the Lease at page 1 of Exhibit C, the definition of Basic Rent Commencement Date is hereby modified and amended to be:

Basic Rent Commencement Date. The earlier of (i) the Closing Date with respect to the last delivered Item of Equipment and (ii) June 25, 1979 (but in no event earlier than April 27, 1979).

3. With respect to the Supplemental Indenture at pages 10 and 11 of Exhibit A thereto, Paragraph "(Q)" of the Modifications of Provisions of Indenture is hereby modified and amended to be that in Schedule A attached hereto.

IN WITNESS WHEREOF, the parties hereto have each caused this Amendment No. 1 to the Participation Agreement, the Lease and the Supplemental Indenture to be duly executed by their respective officers thereunto duly authorized as of

the date set forth hereto.

FIRST SECURITY BANK OF UTAH, N.A.,  
not in its individual capacity,  
except as expressly provided  
for in the Participation Agree-  
ment, the Lease and the Supple-  
mental Indenture, but solely  
as trustee for each of Merrill  
Lynch Leasing Inc. and Bank of  
the West under a Master Trust  
Agreement dated as of October 1,  
1976, between it and IteI Capital  
Services Corporation, as Owner-  
Trustee,

by  
\_\_\_\_\_

Attest:

\_\_\_\_\_  
Assistant Secretary

UNITED STATES TRUST COMPANY OF  
NEW YORK, not in its individual  
capacity but solely as trustee  
under a Trust Indenture dated  
as of October 1, 1976, between  
it and the Owner-Trustee, as  
Trustee,

by

\_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary

MERRILL LYNCH LEASING INC., as  
Beneficiary,

by

*James M. Brewster*  
\_\_\_\_\_  
VICE PRESIDENT

Attest:

*Michael A. Forabiere III*  
\_\_\_\_\_  
ASST Secretary

BANK OF THE WEST, as Beneficiary,

by

\_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary

LEASE INVESTMENTS TRUST, as  
Interim Lender,

by

\_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary

JOHN HANCOCK MUTUAL LIFE  
INSURANCE COMPANY, as Long-Term  
Lender,

by

---

Attest:

---

Secretary

CONTINENTAL GRAIN COMPANY, as  
Lessee,

by

---

Attest:

---

Secretary



STATE OF NEW YORK, )  
 ) ss.:  
COUNTY OF NEW YORK, )

On the ~~MULTI~~ day of April 1979, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, said that he is an Assistant Vice President of UNITED STATES TRUST COMPANY OF NEW YORK, that one of the seals affixed to the foregoing instrument is the corporate seal of said banking corporation and that said instrument was signed and sealed on behalf of said banking corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said banking corporation.

---

Notary Public

[Notarial Seal]

My Commission expires

My Commission expires

STATE OF MASSACHUSETTS, )  
 ) ss.:  
COUNTY OF \_\_\_\_\_, )

On this \_\_\_\_\_ day of April 1979, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, said that he is an Authorized Officer of JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY, that one of the seals affixed to the foregoing instrument is the seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its By-laws and he acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.

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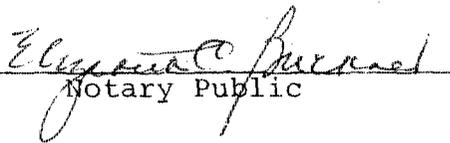
Notary Public

[Notarial Seal]



STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NEW YORK )

On the 26TH day of April 1979, before me personally appeared JANET M. BACASTOW, to me personally known, who being by me duly sworn, says that she is an authorized officer of MERRILL LYNCH LEASING INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public

[SEAL]

My Commission expires

ELIZABETH C. BUCKNER, Notary Public  
State of New York, No. 03-5509690  
Qualified in Bronx County  
Certificate filed in New York County  
Commission Expires March 30, 1980

STATE OF NEW YORK, )  
 ) ss.:  
COUNTY OF NEW YORK, )

On this            day of April 1979, before me personally appeared           , to me personally known, who, being by me duly sworn, said that he is Vice President of CONTINENTAL GRAIN COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

---

Notary Public

[Notarial Seal]

My Commission expires

SCHEDULE A

For purposes of this Supplement payments shall not be level consecutive payments of principal and interest, but rather, for each \$1,000,000 of principal amount of said Notes payments of principal and interests shall be as follows:

All Series of Notes

<u>Principal Payment Dates</u>	<u>Payment (consisting of principal and interest on unpaid principal) per Principal Payment Date based upon \$1,000,000 principal amount of all Notes</u>
All Dates occurring prior to December 31, 1989	\$57,778.12
Both Dates in 1990	60,936.95
Both Dates in 1991	60,936.95
Both Dates in 1992	51,110.73
Both Dates in 1993	50,009.07
Both Dates in 1994	48,848.66
Both Dates in 1995	47,626.36
Both Dates in 1996	46,238.87
Both Dates in 1997	63,555.62
Both Dates in 1998	70,406.85
Last Principal Payment Date in 1999	70,407.75

April 24, 1979

AMENDMENT NO. 1 TO THE PARTICIPATION AGREEMENT (the "Participation Agreement"), THE EQUIPMENT LEASE AGREEMENT (the "Lease") and THE SUPPLEMENTAL INDENTURE NO. 260 (the "Supplemental Indenture") dated December 29, 1978, among FIRST SECURITY BANK OF UTAH, N.A., not in its individual capacity, but solely as trustee (the "Owner-Trustee") for each of Merrill Lynch Leasing Inc. and Bank of the West under a Master Trust Agreement dated as of October 1, 1976, between it and ITEL CAPITAL SERVICES CORPORATION, as Owner-Trustee, UNITED STATES TRUST COMPANY OF NEW YORK, not in its individual capacity except as expressly provided for in the Participation Agreement, but solely as trustee (the "Trustee") under a TRUST INDENTURE dated as of October 1, 1976, between it and the Owner-Trustee, MERRILL LYNCH LEASING INC., as Beneficiary, BANK OF THE WEST, as Beneficiary, CONTINENTAL GRAIN COMPANY, as Lessee (the "Lessee"), LEASE INVESTMENTS TRUST, as the Interim Lender (the "Interim Lender"), and JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY, as the Long-Term Lender (the "Long-Term Lender").

Whereas the parties hereto have heretofore entered into the Participation Agreement, the Owner-Trustee and the Lessee have entered into the Lease and the Owner-Trustee and the Trustee have executed the Supplemental Indenture, and now desire to modify and amend the Participation Agreement, the Lease and the Supplemental Indenture as hereinafter provided; and

Whereas the Lease and the Supplemental Indenture were filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on February 12, 1979, at 3:10 p.m. and were assigned recordation numbers 10085 and 9644-D, respectively;

NOW THEREFORE, it is hereby agreed that the Participation Agreement, the Lease and the Supplemental Indenture be and each of them hereby is modified and amended as follows (the defined terms used therein being used herein unless the context otherwise requires):

1. With respect to Exhibit B of the Participation Agreement, at page 3, the definition of Take-Out Date is hereby modified and amended to be:

Take-Out Date. The later of (i) April 27, 1979, and (ii) the Closing Date with respect to the last delivered Item of Equipment (but in no event later than June 25, 1979).

2. With respect to the Lease at page 1 of Exhibit C, the definition of Basic Rent Commencement Date is hereby modified and amended to be:

Basic Rent Commencement Date. The earlier of (i) the Closing Date with respect to the last delivered Item of Equipment and (ii) June 25, 1979 (but in no event earlier than April 27, 1979).

3. With respect to the Supplemental Indenture at pages 10 and 11 of Exhibit A thereto, Paragraph "(Q)" of the Modifications of Provisions of Indenture is hereby modified and amended to be that in Schedule A attached hereto.

IN WITNESS WHEREOF, the parties hereto have each caused this Amendment No. 1 to the Participation Agreement, the Lease and the Supplemental Indenture to be duly executed by their respective officers thereunto duly authorized as of

the date set forth hereto.

FIRST SECURITY BANK OF UTAH, N.A.,  
not in its individual capacity,  
except as expressly provided  
for in the Participation Agree-  
ment, the Lease and the Supple-  
mental Indenture, but solely  
as trustee for each of Merrill  
Lynch Leasing Inc. and Bank of  
the West under a Master Trust  
Agreement dated as of October 1,  
1976, between it and Itel Capital  
Services Corporation, as Owner-  
Trustee,

by  
\_\_\_\_\_

Attest:

\_\_\_\_\_  
Assistant Secretary

UNITED STATES TRUST COMPANY OF  
NEW YORK, not in its individual  
capacity but solely as trustee  
under a Trust Indenture dated  
as of October 1, 1976, between  
it and the Owner-Trustee, as  
Trustee,

by

\_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary

MERRILL LYNCH LEASING INC., as  
Beneficiary,

by

\_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary

BANK OF THE WEST, as Beneficiary,

by

*James W. Pettum*  
\_\_\_\_\_

Attest:

*Venki Deyan*  
\_\_\_\_\_  
Secretary

LEASE INVESTMENTS TRUST, as  
Interim Lender,

by

\_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary

JOHN HANCOCK MUTUAL LIFE  
INSURANCE COMPANY, as Long-Term  
Lender,

by

\_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary

CONTINENTAL GRAIN COMPANY, as  
Lessee,

by

\_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary





STATE OF CALIFORNIA, )  
 ) ss.:  
COUNTY OF SAN FRANCISCO, )

On the \_\_\_\_\_ day of April 1979, before me personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, says that he is an authorized officer of ITEL CORPORATION, LEASE INVESTMENTS TRUST, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

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

[SEAL]

My Commission expires \_\_\_\_\_

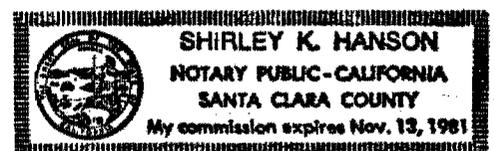
STATE OF CALIFORNIA, )  
 ) ss.:  
COUNTY OF SANTA CLARA )

On the 26th day of April 1979, before me personally appeared James W. Pattison, to me personally known, who being by me duly sworn, says that he is an authorized officer of BANK OF THE WEST, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

*Shirley K. Hanson*  
\_\_\_\_\_  
Notary Public

[SEAL]

My Commission expires *November 13, 1981*







SCHEDULE A

For purposes of this Supplement payments shall not be level consecutive payments of principal and interest, but rather, for each \$1,000,000 of principal amount of said Notes payments of principal and interests shall be as follows:

All Series of Notes

<u>Principal Payment Dates</u>	<u>Payment (consisting of principal and interest on unpaid principal) per Principal Payment Date based upon \$1,000,000 principal amount of all Notes</u>
All Dates occurring prior to December 31, 1989	\$57,778.12
Both Dates in 1990	60,936.95
Both Dates in 1991	60,936.95
Both Dates in 1992	51,110.73
Both Dates in 1993	50,009.07
Both Dates in 1994	48,848.66
Both Dates in 1995	47,626.36
Both Dates in 1996	<del>46,838.87</del>
Both Dates in 1997	63,555.62
Both Dates in 1998	70,406.85
Last Principal Payment Date in 1999	70,407.75

46 338.87





# First Security Bank of Utah

NATIONAL ASSOCIATION  
MEMBER FIRST SECURITY CORPORATION SYSTEM OF BANKS

TRUST DEPARTMENT

POST OFFICE BOX 30007, 79 SOUTH MAIN STREET  
SALT LAKE CITY, UTAH 84125

April 26, 1979

## AMENDMENT AGREEMENT

AMENDMENT NO. 1 TO THE PARTICIPATION AGREEMENT (the "Participation Agreement"), THE EQUIPMENT LEASE AGREEMENT (the "Lease") and THE SUPPLEMENTAL INDENTURE NO. 260 (the "Supplemental Indenture") dated December 29, 1978, among FIRST SECURITY BANK OF UTAH, N.A., not in its individual capacity, but solely as trustee (the "Owner-Trustee") for each of Merrill Lynch Leasing Inc. and Bank of the West under a Master Trust Agreement dated as of October 1, 1976, between it and ITEL CAPITAL SERVICES CORPORATION, as Owner-Trustee, UNITED STATES TRUST COMPANY OF NEW YORK, not in its individual capacity except as expressly provided for in the Participation Agreement, but solely as trustee (the "Trustee") under a TRUST INDENTURE dated as of October 1, 1976, between it and the Owner-Trustee, MERRILL LYNCH LEASING INC., as Beneficiary, BANK OF THE WEST, as Beneficiary, CONTINENTAL GRAIN COMPANY, as Lessee (the "Lessee"), LEASE INVESTMENTS

Whereas the parties hereto have heretofore entered into the Participation Agreement, the Owner-Trustee and the Lessee have entered into the Lease and the Owner-Trustee and the Trustee have executed the Supplemental Indenture, and now desire to modify and amend the Participation Agreement, the Lease and the Supplemental Indenture as hereinafter provided; and

Whereas the Lease and the Supplemental Indenture were filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on February 12, 1979, at 3:10 p.m. and were assigned recordation numbers 10085 and 9644-D, respectively;

NOW THEREFORE, it is hereby agreed that the Participation Agreement, the Lease and the Supplemental Indenture be and each of them hereby is modified and amended as follows (the defined terms used therein being used herein unless the context otherwise requires):

1. With respect to Exhibit B of the Participation Agreement, at page 3, the definition of Take-Out Date is hereby modified and amended to be:

Take-out Date. The later of (i) April 27, 1979, and (ii) the Closing Date with respect to the last delivered Item of Equipment (but in no event later than June 25, 1979).

2. With respect to the Lease at page 1 of Exhibit C, the definition of Basic Rent Commencement Date is hereby modified and amended to be:

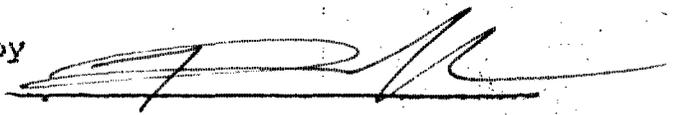
Basic Rent Commencement Date. The earlier of (i) the Closing Date with respect to the last delivered Item of Equipment and (ii) June 25, 1979 (but in no event earlier than April 27, 1979).

3. With respect to the Supplemental Indenture at pages 10 and 11 of Exhibit A thereto, Paragraph "(Q)" of the Modifications of Provisions of Indenture is hereby modified and amended to be that in Schedule A attached hereto.

IN WITNESS WHEREOF, the parties hereto have each caused this Amendment No. 1 to the Participation Agreement, the Lease and the Supplemental Indenture to be duly executed by their respective officers thereunto duly authorized as of

the date set forth hereto.

FIRST SECURITY BANK OF UTAH, N.A.,  
not in its individual capacity,  
except as expressly provided  
for in the Participation Agree-  
ment, the Lease and the Supple-  
mental Indenture, but solely  
as trustee for each of Merrill  
Lynch Leasing Inc. and Bank of  
the West under a Master Trust  
Agreement dated as of October 1,  
1976, between it and Ital Capital  
Services Corporation, as Owner-  
Trustee,

by 

MANAGER, CORPORATE TRUST DEPARTMENT

Attest:



TRUST ADMINISTRATOR

UNITED STATES TRUST COMPANY OF  
NEW YORK, not in its individual  
capacity but solely as trustee  
under a Trust indenture dated  
as of October 1, 1976, between  
it and the Owner-Trustee, as  
Trustee,

by  
\_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary

MERRILL LYNCH LEASING INC., as  
Beneficiary,

by  
\_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary

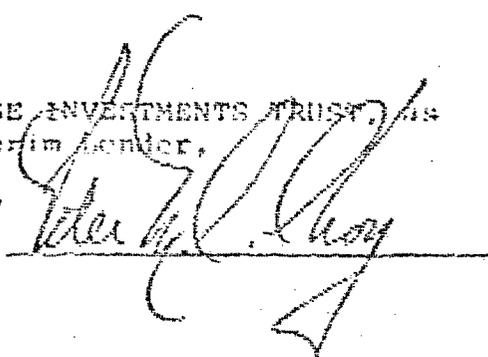
BANK OF THE WEST, as Beneficiary,

by  
\_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary

LEASE INVESTMENTS TRUST, as  
Interim Lender,

by  
  
\_\_\_\_\_

Attest:

Edwin H. Clark

General Counsel

JOHN HANCOCK MUTUAL LIFE  
INSURANCE COMPANY, as Long-Term  
Lender,

by  
\_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary

CONTINENTAL GRAIN COMPANY, as  
Lessee,

by  
\_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary

STATE OF UTAH )  
 ) SS.:  
COUNTY OF SALT LAKE )

On this 26th day of April 1979, before me personally appeared ROBERT S. CLARK, to me personally known, who, being by me duly sworn, said that he is Authorized Officer of FIRST SECURITY BANK OF UTAH, N.A., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public

[Notarial Seal]

My Commission expires

Nov 21, 1979

STATE OF NEW YORK, )  
 ) ss.:  
COUNTY OF NEW YORK, )

On the \_\_\_\_\_ day of April 1979, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, said that he is an Assistant Vice President of UNITED STATES TRUST COMPANY OF NEW YORK, that one of the seals affixed to the foregoing instrument is the corporate seal of said banking corporation and that said instrument was signed and sealed on behalf of said banking corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said banking corporation.

---

Notary Public

[Notarial Seal]

My Commission expires \_\_\_\_\_

My Commission expires \_\_\_\_\_

STATE OF MASSACHUSETTS, )  
 ) ss.:  
COUNTY OF \_\_\_\_\_, )

On this \_\_\_\_\_ day of April 1979, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, said that he is an Authorized Officer of JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY, that one of the seals affixed to the foregoing instrument is the seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its By-laws and he acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.

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Notary Public

[Notarial Seal]





STATE OF CALIFORNIA, )  
 ) ss.:  
COUNTY OF SAN FRANCISCO, )

On the \_\_\_\_\_ day of April 1979, before me personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, says that he is an authorized officer of ITEL CORPORATION, LEASE INVESTMENTS TRUST, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

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

[SEAL]

My Commission expires \_\_\_\_\_

STATE OF CALIFORNIA, )  
 ) ss.:  
COUNTY OF SANTA CLARA )

On the \_\_\_\_\_ day of April 1979, before me personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, says that he is an authorized officer of BANK OF THE WEST, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

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

[SEAL]

My Commission expires \_\_\_\_\_

SCHEDULE A

For purposes of this Supplement payments shall not be level consecutive payments of principal and interest, but rather, for each \$1,000,000 of principal amount of said Notes payments of principal and interests shall be as follows:

All Series of Notes

<u>Principal Payment Dates</u>	<u>Payment (consisting of principal and interest on unpaid principal) per Principal Payment Date based upon \$1,000,000 principal amount of all Notes:</u>
All Dates occurring prior to December 31, 1989	\$57,778.12
Both Dates in 1990	60,936.95
Both Dates in 1991	60,936.95
Both Dates in 1992	51,110.73
Both Dates in 1993	50,009.07
Both Dates in 1994	48,848.66
Both Dates in 1995	47,626.36
Both Dates in 1996	46,338.87
Both Dates in 1997	63,555.62
Both Dates in 1998	70,406.85
Last Principal Payment Date in 1999	70,407.75