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URBAN A. LESTER

RECORDED BY 10253-B
NOV 2 1992 2:46 PM
INTERSTATE COMMERCE COMMISSION

2-307A057

November 2, 1992

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

10253-B

NOV 2 2 13 PM '92
NOTICE OF RECEIPT UNIT

Dear Mr. Strickland:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are one fully executed and acknowledged copy and one certified copy of a Consent, Waiver and Amendment of Lease dated September 30, 1992, a secondary document as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed document relates to the Equipment Lease dated as of January 1, 1979, between Continental Illinois National Bank and Trust Company of Chicago, Lessor, and Louis Dreyfus Corporation, Lessee, which document was filed and recorded with the Commission on April 4, 1979, under Recordation Number 10253.

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

- Lessor: Interail, Inc.
One Foxfield Square
St. Charles, Illinois 60174
- Lessee: Louis Dreyfus Corporation
10 Westport Road
Wilton, Connecticut 06897

A description of the railroad equipment covered by the enclosed document is attached hereto.

Counterparts - 4/1/92

Mr. Sidney L. Strickland, Jr.
November 2, 1992
Page 2

Also enclosed is a check in the amount of \$16.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return one stamped copy of the enclosed document to Robert W. Alvord, Esq., Alvord and Alvord, 918 Sixteenth Street, N.W., Washington, DC 20006.

A short summary of the enclosed secondary document to appear in the Commission's Index is:

Consent, Waiver and Amendment of Lease between Interail, Inc. and Louis Dreyfus Corporation relating to 179 railcars in the series LDCX 20000 through 20199, inclusive.

Very truly yours,



Robert W. Alvord

RWA/bg
Enclosures

179 Covered Hopper Cars having the following numbers:

LDCX	20000	LDCX	20063	LDCX	20130	LDCX	20195
LDCX	20001	LDCX	20064	LDCX	20131	LDCX	20196
LDCX	20002	LDCX	20065	LDCX	20132	LDCX	20197
LDCX	20003	LDCX	20066	LDCX	20133	LDCX	20198
LDCX	20005	LDCX	20067	LDCX	20134	LDCX	20199
LDCX	20006	LDCX	20068	LDCX	20136		
LDCX	20007	LDCX	20069	LDCX	20137		
LDCX	20008	LDCX	20070	LDCX	20138		
LDCX	20010	LDCX	20071	LDCX	20141		
LDCX	20011	LDCX	20072	LDCX	20142		
LDCX	20012	LDCX	20073	LDCX	20143		
LDCX	20013	LDCX	20074	LDCX	20144		
LDCX	20014	LDCX	20075	LDCX	20145		
LDCX	20015	LDCX	20076	LDCX	20146		
LDCX	20016	LDCX	20077	LDCX	20147		
LDCX	20017	LDCX	20080	LDCX	20148		
LDCX	20018	LDCX	20081	LDCX	20149		
LDCX	20019	LDCX	20083	LDCX	20151		
LDCX	20020	LDCX	20085	LDCX	20152		
LDCX	20021	LDCX	20086	LDCX	20153		
LDCX	20022	LDCX	20087	LDCX	20154		
LDCX	20023	LDCX	20088	LDCX	20156		
LDCX	20024	LDCX	20089	LDCX	20157		
LDCX	20025	LDCX	20090	LDCX	20158		
LDCX	20026	LDCX	20091	LDCX	20159		
LDCX	20027	LDCX	20092	LDCX	20160		
LDCX	20028	LDCX	20093	LDCX	20161		
LDCX	20029	LDCX	20094	LDCX	20162		
LDCX	20030	LDCX	20095	LDCX	20163		
LDCX	20032	LDCX	20097	LDCX	20164		
LDCX	20033	LDCX	20098	LDCX	20165		
LDCX	20034	LDCX	20099	LDCX	20166		
LDCX	20035	LDCX	20100	LDCX	20167		
LDCX	20036	LDCX	20101	LDCX	20169		
LDCX	20037	LDCX	20102	LDCX	20170		
LDCX	20038	LDCX	20103	LDCX	20171		
LDCX	20039	LDCX	20104	LDCX	20172		
LDCX	20040	LDCX	20105	LDCX	20173		
LDCX	20041	LDCX	20106	LDCX	20174		
LDCX	20042	LDCX	20107	LDCX	20175		
LDCX	20043	LDCX	20108	LDCX	20177		
LDCX	20044	LDCX	20109	LDCX	20178		
LDCX	20045	LDCX	20110	LDCX	20179		
LDCX	20046	LDCX	20111	LDCX	20180		
LDCX	20047	LDCX	20112	LDCX	20181		
LDCX	20048	LDCX	20113	LDCX	20182		
LDCX	20049	LDCX	20114	LDCX	20183		
LDCX	20050	LDCX	20115	LDCX	20184		
LDCX	20051	LDCX	20116	LDCX	20185		
LDCX	20052	LDCX	20118	LDCX	20186		
LDCX	20053	LDCX	20119	LDCX	20187		
LDCX	20054	LDCX	20120	LDCX	20188		
LDCX	20055	LDCX	20121	LDCX	20189		
LDCX	20057	LDCX	20122	LDCX	20190		
LDCX	20058	LDCX	20123	LDCX	20191		
LDCX	20059	LDCX	20125	LDCX	20192		
LDCX	20061	LDCX	20127	LDCX	20193		
LDCX	20062	LDCX	20129	LDCX	20194		

Interstate Commerce Commission
Washington, D.C. 20423

11/2/92

OFFICE OF THE SECRETARY

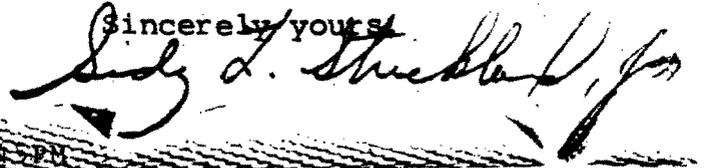
Alvord And Alvord
918 16th Street, NW
Ste. 200
Washington, DC. 20006-2973

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 11/2/92 at 2:45PM, and assigned re-
Sirs: recordation number(s). 10253-B

Sincerely yours



11/2/92

2:45 PM

Secretary

10253-B.

SIDNEY L. STRICKLAND, JR.

Enclosure(s)

SE-30
(7/79)

10253-4

NOV 3 1992 4:10 PM

INTERSTATE COMMERCE COMMISSION

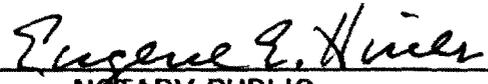
I, ROBERT W. ALVORD, being duly sworn, do hereby certify that the attached Consent, Waiver and Amendment of Lease dated September 30, 1992, executed by Interall, Inc. and Louis Dreyfus Corporation consisting of eight pages (including the acknowledgement pages) is a true and complete copy of the original thereof.



ROBERT W. ALVORD

DISTRICT of Columbia, D.C.

Subscribed and sworn to before me this 2nd day of November, 1992.



NOTARY PUBLIC, D.C.

My Commission Expires 8-14-97

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DUPLICATE

10253-B
FILED 145

CONSENT, WAIVER AND AMENDMENT OF LEASE

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INTEGRATED BUSINESS COMMISSION

This agreement is dated this 30th day of September, 1992 by and between Interail, Inc., a Kansas corporation ("Interail"), and Louis Dreyfus Corporation, a New York corporation (the "Lessee").

RECITALS:

- A. Continental Illinois National Bank and Trust of Chicago, a national banking association, as Trustee (the "Lessor") under a trust agreement dated as of January 1, 1979 (the "Trust") and Lessee are parties to an Equipment Lease dated as of January 1, 1979 (the "Lease"), for the lease of 200 covered hopper cars, of which 179 are presently in existence (the "Equipment").
- B. Sanwa Business Credit Corporation, a Delaware corporation, the successor by mergers to CI Transportation Leasing Corporation ("Sanwa") owns the entire beneficial interest ("Beneficial Interest") in the Trust. Pursuant to a Transfer Agreement dated September 30, 1992 (the "Transfer Agreement"), Sanwa is transferring all of its interest under the Trust to Interail.
- C. The Lessor, the Lessee, Sanwa and the Northwestern Mutual Life Insurance Company are also parties to a Participation Agreement (the "Participation Agreement") date as of January 1, 1979.
- D. Pursuant to an agreement ("Termination Agreement") dated September 30, 1992, Interail and the Lessor have agreed to terminate the Trust and to assign the Trustee's interest in the Lease and the Equipment to Interail.
- E. Sanwa, Interail and the Trustee request the Lessee to consent to the assignment of the beneficial interest in the Trust to Interail, and the assignment of the Lease by the Trustee to Interail, subject to the terms and conditions of this Agreement.

CLAUSES:

In consideration of the foregoing and the mutual covenants and agreements herein contained, the parties agree as follows:

1. Consent and Waiver. The Lessee hereby consents to and waives any breach of and/or default or event of default under the Participation Agreement, the Lease and any other Operative Agreement as defined in the Participation Agreement by

reason of (i) the Trustee's assignment of the Lease and the Equipment to Interail; and (ii) Sanwa's transfer of the Beneficial Interest to Interail.

2. Materials and Reports. Lessee shall provide to Interail an accurate description of all subleases in effect, and true copies of all such subleases.

3. Amendment of Lease. The parties agree that the Lease is amended as follows:

a. Section 17.3 of the Lease is deleted and the following is inserted in lieu thereof:

A. Canadian Use.

(i) So long as the Lessee shall not be in default under this Lease, the Lessee may assign or permit the assignment of or otherwise use the Items of Equipment to and in service in Canada ("Canadian Use"). If the equipment is in "Canadian Use" the Lessee will provide to Lessor such documents as the Lessor or the Lessor's lender shall reasonably request in order to protect the Lessor's interest in the Equipment.

(ii) In the event Lessee permits any of the Equipment to be used in Canada, the Lessee assumes responsibility for and agrees to indemnify and hold harmless Lessor from and against any loss ("Loss") which Lessor incurs as a result of the use of the Equipment in Canada. For this purpose, a "Loss" shall mean any additional expense, tax, fine, penalty or interest which Lessor incurs as a result of the Equipment being used in Canada. A Loss shall also include, without limitation, Lessor's loss of any tax benefit due to use predominantly outside of the United States or carrying charges incurred by Lessor, or any decrease in Lessor's rate of return, as a result of timing differences in Lessor's ability to claim tax deductions such as depreciation as determined by an IRS examination. Lessee shall have no obligation under this paragraph (i) unless and until Lessor provides to Lessee evidence of the Loss and its calculation. Lessor agrees to use reasonable means to avoid or reduce the Loss, taking into account facts and circumstances at the time, based upon those actions Lessor, in its discretion, would have taken if not indemnified by this Agreement. Any additional means or actions would be as Lessor and Lessee mutually agree.

B. The Lessee agrees to maintain, to the best of its abilities, sufficient records to verify the amount of use with respect to each item of Equipment within and without the United States.

The Lessee agrees to give to Lessor, within 90 days after request therefor, written notice describing the amount of use of the Equipment within and without the United States, such notice to specify in reasonable detail the basis on which such determinations were made.

C. Section 20.8 of the Lease is deleted.

4. Notices Under Lease. All notices required to be provided to Interail as Lessor under the Lease shall be addressed as follows:

Interail, Inc.
One Foxfield Square
Suite 200
St. Charles, Illinois 80174
Attention: Richard Seymour

5. Inspection/Repair of Certain Items of Equipment. Lessee, upon notice from Interail, agrees to perform a joint inspection of the Equipment, including, without limitation, those Items of Equipment described in Schedule 1, to determine if any Items of Equipment require maintenance as may be required under the Lease. In the event that both the Lessee and Interail determine that such painting or other maintenance is necessary, Lessee will provide Interail with written notice of the work it intends to do and the estimated completion date.
6. Certificate of Lessee. Lessee shall provide Interail with a statement dated as of the Effective Date certified by an officer of Lessee which confirms the following:
- (a) The Lease is in full force and effect, and has not been amended modified, supplemented or superseded;
- (b) Except for the assignment of Equipment in Canada previously disclosed by Lessee, Lessee has no knowledge that it is in default in the performance of the Lease, or that it has committed any breach of the Lease, and no notice of default has been given to Lessee;
- (c) The operation and use of the Equipment is not in violation of any law, ordinance, regulation or order which violation adversely affects the use of the Equipment.
7. Payment of Rent. In connection with the purchase by Sanwa of all the outstanding Notes, Northwestern Mutual Life Insurance Company has assigned to Sanwa its interest in the Security Agreement and all of the other Operative Agreements. Consequently, pursuant to Section 16 of the Lease, all rent payments due under the Lease should be paid to Sanwa Business Credit Corporation, One South Wacker Drive, Chicago, Illinois 60606.
8. Amendment of Participation Agreement. The parties agree that the Participation Agreement is amended by deleting Section 3.4(f) and inserting the following in lieu thereof:

"The Trustor agrees that during the term of the Lease it will not transfer or assign any of the Equipment unless it has received the consent of the Lessee to the transfer, which the Lessee shall give so long as the proposed transfer or assignment is to any person or entity that is not primarily engaged in the wholesale grain business."

9. Effective Date. This Agreement shall become effective upon the consummation of the transaction contemplated by the Transfer Agreement and the Termination Agreement.

10. General.

- a. This Agreement shall be binding and inure to the benefit of the parties and their respective successors and assigns, provided, however, that the Lessee may only create such successors and assigns as may be permitted under the Lease.
- b. If any provision of this Agreement is deemed to be in conflict with or contrary to any provision of the Lease or Participation Agreement, the terms of this Agreement shall govern.
- c. Capitalized terms not otherwise defined in this Agreement shall have the same meaning as defined in the Lease.
- d. This Agreement shall be governed by the laws of the State of Illinois.
- e. All notices, documents and other communications delivered under this Agreement shall be in writing and shall become effective when hand delivered or by facsimile, or three business days after being sent by registered or certified mail, return receipt requested, postage prepaid, addressed to the Addressee at the address set forth below its signature to this Agreement, or at such other address as a party may designate from time to time by notice pursuant to this Section.
- f. This Consent, Waiver and Amendment of Lease may be executed in any number of counterparts, each of which when so executed and delivered shall be an original (except as set forth below), but all such counterparts shall together constitute but one and the same instrument. To the extent that this Consent, Waiver and Amendment of Lease constitutes chattel paper (as such term is defined in the Uniform Commercial Code or other commercial code in effect in any applicable jurisdiction) no security interest in this Consent, Waiver and Amendment of Lease may be created through the transfer or possession of any counterpart other than the original counterpart, which shall be identified by markings as the "Original" and all other counterparts as "Duplicates".

INTERAIL

LOUIS DREYFUS CORPORATION, a New York Corporation

By: [Signature]
Name: Lawrence J Greenhall
Title: Vice President

Mailing Address:

Interail, Inc., a Kansas corporation

By: [Signature]
Name: RICHARD F. SEYMOUR
Title: PRESIDENT

Mailing Address:

Interail, Inc.
One Foxfield Square
Suite 200
St. Charles, Illinois 80174
Attention: Richard Seymour
FAX: 708-377-9934

CONSENT

Sanwa Business Credit Corporation hereby acknowledges and consents to this Consent, Waiver and Amendment of Lease and the transactions described therein.

Sanwa Business Credit Corporation

By: [Signature]
Name: THOMAS W. HEIMSOTH
Title: First Vice President

DUPLICATE

State of Illinois)
) SS
County of Cook)

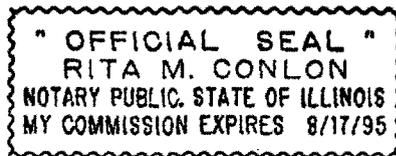
On this 30th day of September, 1992, before me personally appeared Thomas W. Heimsoth, to me personally known, who, being by me duly sworn, says that he is a First Vice President of Sanwa Business Credit Corporation, that one of the seals affixed to the foregoing instrument was signed and sealed on behalf 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.

Rita M. Conlon

Notary Public

[NOTARY SEAL]

My Commission Expires: 8-17-1995



DUPLICATE

Connecticut
State of ~~Illinois~~)
County of ~~Cook~~ Fairfield) SS

On this 30th day of September, 1992, before me personally appeared Lawrence T Greenhall, to me personally known, who, being by me duly sworn, says that he is Vice President of Louis Dreyfus Corporation that one of the seals affixed to the foregoing 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.

Marylee Kelly
Notary Public

[NOTARY SEAL]

My Commission Expires: 3-31-94