

DONELAN, CLEARY, WOOD & MASER, P. C.
ATTORNEYS AND COUNSELORS AT LAW
SUITE 850
1275 K STREET, N. W.
WASHINGTON, D. C. 20005-4006
TELEPHONE: (202) 371-9500
TELECOPIER: (202) 371-0900

1-263A012

September 20, 1991

17161-I

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

SEP 20 1991 10 50 AM
INTERSTATE COMMERCE COMMISSION

Dear Secretary Strickland:

Enclosed for recordation, under the provisions of 49 U.S.C. § 11303(a) and the regulations thereunder, are the original and one certified true copy of First Amendment to Purchase and Lease Agreement, dated as of July 15, 1991, a secondary document, relating to Purchase and Lease Agreement, dated as of December 31, 1990, among Cargill, Incorporated, a Delaware corporation ("Lessee"), The CIT Group/Equipment Financing, Inc., a New York corporation, ("Lessor") and Helm Financial Corporation, a California corporation ("Seller"), a primary document recorded under Recordation No. 17161.

It is my understanding that the recordation number to be assigned to this new document, as described in the proceeding paragraph, will be: 17161-I.

The names and address of the parties to the document are as follows:

- LESSEE: Cargill, Incorporated
P.O. Box 5621
Minneapolis, MN 55440
- LESSOR: The CIT Group/Equipment Financing, Inc.
1400 Renaissance Drive
Suite 312
Park Ridge, IL 60068
- SELLER: Helm Financial Corporation
One Embarcadero Center
San Francisco, CA 94111

SEP 20 10 42 AM '91
NOTES OPERATING UNIT

Cleary, Wood & Maser

The Honorable Sidney L. Strickland, Jr.
September 20, 1991
Page 2

The undersigned is the attorney-in-fact of Lessee, Lessor and Seller mentioned in the document and has knowledge of the matters set forth therein.

Please return the original of the enclosed document to John K. Maser III, Esquire, Donelan, Cleary, Wood & Maser, P.C., 1275 K Street, N.W., Suite 850, Washington, D.C. 20005, or to the bearer hereof.

Also enclosed is a remittance in the amount of \$15.00 for the required recording fee.

Short summary of the document to appear in the index follows:

SECONDARY DOCUMENT:

First Amendment to Purchase and Lease Agreement, dated July 15, 1991, relating to the Purchase and Lease Agreement, dated as of December 31, 1990, recorded under Recordation No. 17161, among Cargill, Incorporated, ("Lessee"), The CIT Group/Equipment Financing Inc. ("Lessor") and Helm Financial Corporation ("Seller").

Very truly yours,

CARGILL, INCORPORATED
THE CIT GROUP/EQUIPMENT
FINANCING, INC.
HELM FINANCIAL CORPORATION

By 
John K. Maser III
Attorney-in-Fact

Interstate Commerce Commission
Washington, D.C. 20423

9/20/91

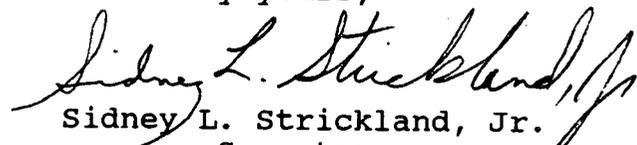
OFFICE OF THE SECRETARY

John K. Maser III
Donelan, Cleary, Wood & Maser
1275 K Street N.W.
Washington, D.C. 20005

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 9/20/91 at 10:50am, and assigned recordation number(s). 17161-I

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

17161-2
SEP 20 1991 -10 50 AM
INTERSTATE COMMERCE COMMISSION

FIRST AMENDMENT TO PURCHASE AND LEASE AGREEMENT

FIRST AMENDMENT, dated as of July 15, 1991, to the Purchase and Lease Agreement, dated as of December 31, 1990 (the "Agreement"), among The CIT Group/Equipment Financing, Inc., a New York corporation ("Lessor"), Cargill, Incorporated, a Delaware corporation ("Lessee") and Helm Financial Corporation, a California corporation ("Helm").

W I T N E S S E T H:

WHEREAS, the parties hereto wish to amend the Agreement as set forth below;

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained, the parties hereto agree as follows:

1. The following definitions found in Section 2 are hereby amended to read as follows:

"Basic Term" means the period beginning on July 15, 1991 and ending on July 15, 2006.

"Basic Term Commencement Date" means July 15, 1991.

"Interim Term" means, for any Rail Car, the period commencing on the Delivery Date of such Rail Car and ending on the Basic Term Commencement Date.

2. Section 5.1 is hereby amended by (i) changing the date "May 15, 1991" to "July 15, 1991" and by changing the date "April 15, 2006" to "June 15, 2006" and (ii) by deleting the second sentence thereof in its entirety.

3. Section 5.2 is deleted in its entirety and replaced with the following:

"[Section 5.2 -- Intentionally Omitted]"

4. Exhibit C of the Agreement is hereby deleted in its entirety and replaced with a new Exhibit C, attached hereto as Schedule I.

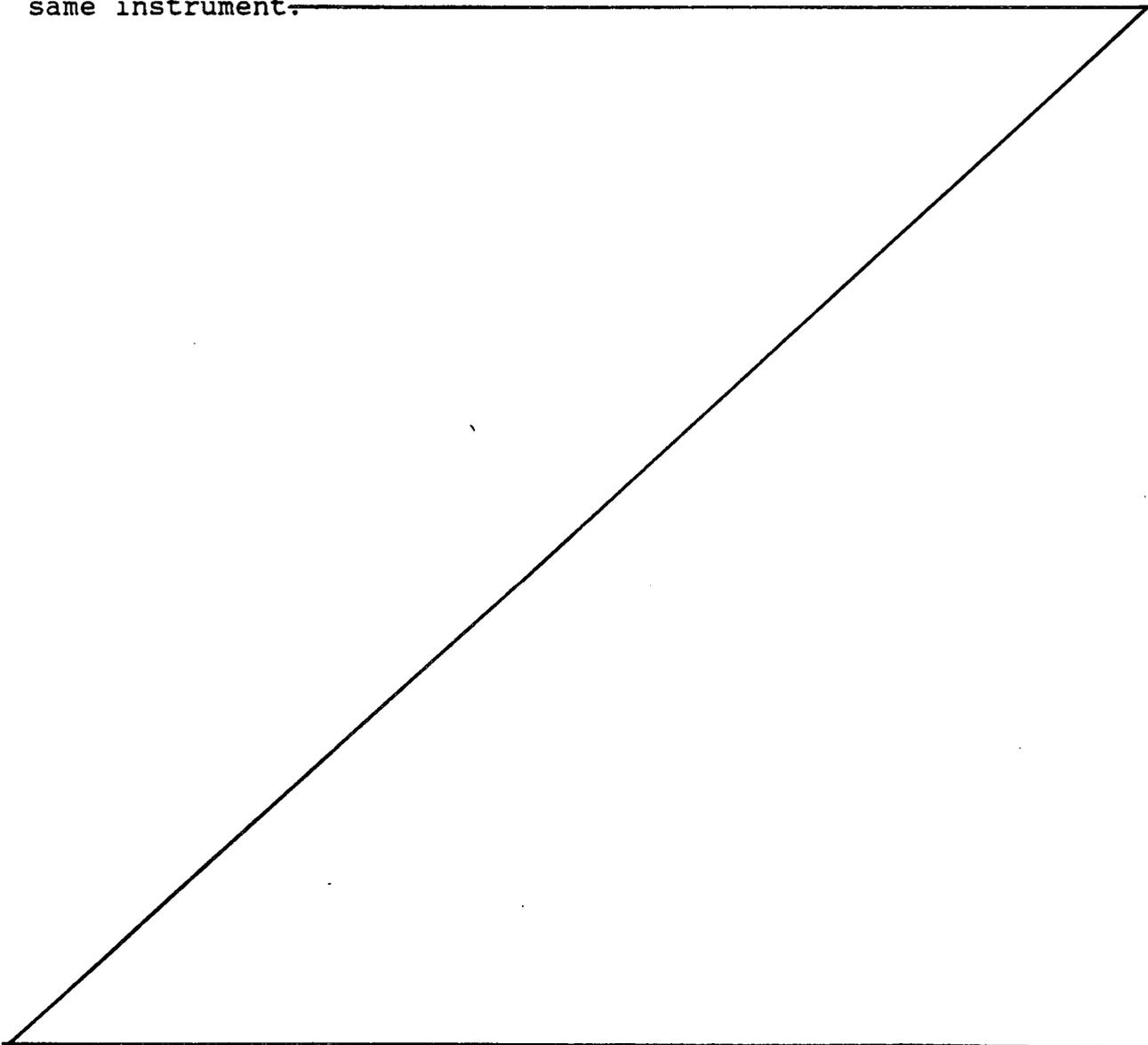
5. Exhibit D of the Agreement is hereby deleted in its entirety and replaced with a new Exhibit D, attached hereto as Schedule II.

6. The parties hereto agree that any future modifications, amendments, supplements or other alterations to the Agreement may be executed, delivered and filed with any

appropriate regulatory authority without the consent or signature of Helm so long as such modification, amendment, supplement or other alteration does not adversely affect the rights of Helm under the Agreement. Any such modification, amendment, supplement or other alteration, once duly executed by Lessee and Lessor, shall be considered valid, binding and enforceable against such parties.

7. Except as expressly amended by this First Amendment, the Agreement shall continue to be, and shall remain, in full force and effect in accordance with its terms.

8. This First Amendment may be signed in any number of counterparts, each of which shall be an original, and all of which taken together shall constitute a single agreement with the same effect as if the signature thereto and hereto were upon the same instrument.



9. This First Amendment shall be governed by, and construed and interpreted in accordance with, the laws of the State of Minnesota.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed and delivered by their respective duly authorized officers as of the date first above written.

THE CIT GROUP/EQUIPMENT FINANCING, INC.,
as Lessor

by 
Title:
VICE PRESIDENT

CARGILL, INCORPORATED,
as Lessee

by _____
Title:

HELM FINANCIAL CORPORATION,
as Helm

by _____
Title:

9. This First Amendment shall be governed by, and construed and interpreted in accordance with, the laws of the State of Minnesota.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed and delivered by their respective duly authorized officers as of the date first above written.

THE CIT GROUP/EQUIPMENT FINANCING, INC.,
as Lessor

by _____
Title:

CARGILL, INCORPORATED,
as Lessee

by David A. Apelson
Title: General Manager - Salt Division

HELM FINANCIAL CORPORATION,
as Helm

by _____
Title:

9. This First Amendment shall be governed by, and construed and interpreted in accordance with, the laws of the State of Minnesota.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed and delivered by their respective duly authorized officers as of the date first above written.

THE CIT GROUP/EQUIPMENT FINANCING, INC.,
as Lessor

by _____
Title:

CARGILL, INCORPORATED,
as Lessee

by _____
Title:

HELM FINANCIAL CORPORATION,
as Helm

by *John Talanis*
Title: *Asst. Secretary*

[HELM FINANCIAL CORP.]

By John Dains
Its Assistant Secretary

State of California ss.
County of San Francisco

On this 19th day of July, 1991, before me personally appeared John Dains, to me personally known, who, being by me duly sworn, did say that he is a Asst. Secretary of HELM FINANCIAL CORPORATION, that said instrument was signed 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 the corporation.

Karen Staudenmaier
Notary Public

My commission expires: July 26, 1993



Schedule I to
First Amendment

EXHIBIT C

Schedule of Basic Rent

For each Car, commencing on
the Basic Term Commencement Date \$316.1467

Total of each Monthly Payment for 135 Cars initially leased under
the Lease is \$42,679.80/month.

Schedule II to
First Amendment

Exhibit D

Stipulated Loss Values

Stipulated Loss Value represents percentage of
\$35,505.01 per Car.

Date of Term	Stip. Loss Number	Stip. Loss Value (%)
7/15/91	1	105.67712047
8/15/91	2	105.67323199
9/15/91	3	105.65879541
10/15/91	4	105.64133707
11/15/91	5	105.62084168
12/15/91	6	105.58971164
1/15/92	7	105.55547282
2/15/92	8	105.51810949
3/15/92	9	105.47423560
4/15/92	10	105.41680688
5/15/92	11	105.35613216
6/15/92	12	105.28181445
7/15/92	13	105.20416320
8/15/92	14	105.12316043
9/15/92	15	105.02840898
10/15/92	16	104.93021666
11/15/92	17	104.82856601
12/15/92	18	104.71305894
1/15/93	19	104.59400273
2/15/93	20	104.47137934
3/15/93	21	104.34055709
4/15/93	22	104.20096042
5/15/93	23	104.05768945
6/15/93	24	103.90557990
7/15/93	25	103.74973050
8/15/93	26	103.59012223
9/15/93	27	103.42159039
10/15/93	28	103.24923324
11/15/93	29	103.07303133
12/15/93	30	102.88781951
1/15/94	31	102.69869597
2/15/94	32	102.50564009
3/15/94	33	102.30634494
4/15/94	34	102.10165895
5/15/94	35	101.89295974
6/15/94	36	101.67882055
7/15/94	37	101.46061979
8/15/94	38	101.23833574
9/15/94	39	101.01054124
10/15/94	40	100.77861437
11/15/94	41	100.54253303
12/15/94	42	100.30086971

Date of Term,	Stip. Loss Number	Stip. Loss Value (%)
7/15/91	1	107.15139864
8/15/91	2	107.14497812
9/15/91	3	107.12799941
10/15/91	4	107.10793209
11/15/91	5	107.08476086
12/15/91	6	107.05094375
1/15/92	7	107.01395094
2/15/92	8	106.97376529
3/15/92	9	106.92702642
4/15/92	10	106.86671147
5/15/92	11	106.80308252
6/15/92	12	106.72578922
7/15/92	13	106.64509318
8/15/92	14	106.56097609
9/15/92	15	106.46308841
10/15/92	16	106.36168983
11/15/92	17	106.25676286
12/15/92	18	106.13795636
1/15/93	19	106.01553015
2/15/93	20	105.88946514
3/15/93	21	105.75515092
4/15/93	22	105.61204361
5/15/93	23	105.46519029
6/15/93	24	105.30947852
7/15/93	25	105.14995506
8/15/93	26	104.98659947
9/15/93	27	104.81430023
10/15/93	28	104.63810228
11/15/93	29	104.45798612
12/15/93	30	104.26883874
1/15/94	31	104.07570498
2/15/94	32	103.87856454
3/15/94	33	103.67513372
4/15/94	34	103.46629296
5/15/94	35	103.25336422
6/15/94	36	103.03497623
7/15/94	37	102.81245069
8/15/94	38	102.58576548
9/15/94	39	102.35355035
10/15/94	40	102.11712526
11/15/94	41	101.87646910
12/15/94	42	101.63021020
1/15/95	43	101.37966850
2/15/95	44	101.12482251
3/15/95	45	100.86504952
4/15/95	46	100.60210358
5/15/95	47	100.33478848
6/15/95	48	100.06426148
7/15/95	49	99.78932615
8/15/95	50	99.50996036
9/15/95	51	99.22731968
10/15/95	52	98.94020875
11/15/95	53	98.64860408
12/15/95	54	98.35366127
1/15/96	55	98.05418463
2/15/96	56	97.75015000
3/15/96	57	97.44205857

Date of Term,	Stip. Loss Number	Stip. Loss Value (%)
4/15/96	58	97.13054381
5/15/96	59	96.81440960
6/15/96	60	96.49481055
7/15/96	61	96.17055031
8/15/96	62	95.84160408
9/15/96	63	95.50912751
10/15/96	64	95.17192289
11/15/96	65	94.82996541
12/15/96	66	94.48441039
1/15/97	67	94.13405943
2/15/97	68	93.77888840
3/15/97	69	93.41939580
4/15/97	70	93.05646878
5/15/97	71	92.68865615
6/15/97	72	92.31736622
7/15/97	73	91.94114755
8/15/97	74	91.55997537
9/15/97	75	91.17525659
10/15/97	76	90.78553978
11/15/97	77	90.39079981
12/15/97	78	89.99244289
1/15/98	79	89.58901827
2/15/98	80	89.18049908
3/15/98	81	88.76749650
4/15/98	82	88.35419720
5/15/98	83	87.93575348
6/15/98	84	87.51698535
7/15/98	85	87.09304500
8/15/98	86	86.66390500
9/15/98	87	86.23438648
10/15/98	88	85.79964030
11/15/98	89	85.35963913
12/15/98	90	84.91920379
1/15/99	91	84.47348454
2/15/99	92	84.02245477
3/15/99	93	83.56824108
4/15/99	94	83.11668057
5/15/99	95	82.65978036
6/15/99	96	82.20552024
7/15/99	97	81.74590726
8/15/99	98	81.28091311
9/15/99	99	80.81851877
10/15/99	100	80.35072969
11/15/99	101	79.87751876
12/15/99	102	79.40686535
1/15/00	103	78.93077612
2/15/00	104	78.44922268
3/15/00	105	77.96573599
4/15/00	106	77.48475502
5/15/00	107	76.99828616
6/15/00	108	76.51430846
7/15/00	109	76.02482826
8/15/00	110	75.52981653
9/15/00	111	75.03726347
10/15/00	112	74.53914384
11/15/00	113	74.03545976
12/15/00	114	73.53417987
1/15/01	115	73.02731005

Date of Term,	Stip. Loss Number	Stip. Loss Value (%)
2/15/ 1	115	72.51482120
3/15/ 1	117	72.00024350
4/15/ 1	118	71.48801517
5/15/ 1	119	70.97014182
6/15/ 1	120	70.45460176
7/15/ 1	121	69.93340054
8/15/ 1	122	69.40650836
9/15/ 1	123	68.88190465
10/15/ 1	124	68.35159338
11/15/ 1	125	67.81554589
12/15/ 1	126	67.28174003
1/15/ 2	127	66.74218091
2/15/ 2	128	66.19683859
3/15/ 2	129	65.64924215
4/15/ 2	130	65.10383002
5/15/ 2	131	64.55260597
6/15/ 2	132	64.00354786
7/15/ 2	133	63.44866041
8/15/ 2	134	62.88791300
9/15/ 2	135	62.32928425
10/15/ 2	136	61.76477731
11/15/ 2	137	61.19436269
12/15/ 2	138	60.62601739
1/15/ 3	139	60.05174569
2/15/ 3	140	59.47151684
3/15/ 3	141	58.88885904
4/15/ 3	142	58.30820988
5/15/ 3	143	57.72157229
6/15/ 3	144	57.13692326
7/15/ 3	145	56.54626667
8/15/ 3	146	55.94957102
9/15/ 3	147	55.35481408
10/15/ 3	148	54.75399811
11/15/ 3	149	54.14709275
12/15/ 3	150	53.54207413
1/15/ 4	151	52.93094564
2/15/ 4	152	52.31367564
3/15/ 4	153	51.69379145
4/15/ 4	154	51.07572976
5/15/ 4	155	50.45149260
6/15/ 4	156	49.82905606
7/15/ 4	157	49.20042310
8/15/ 4	158	48.56556133
9/15/ 4	159	47.93244759
10/15/ 4	160	47.29308323
11/15/ 4	161	46.64743695
12/15/ 4	162	46.00348397
1/15/ 5	163	45.35322675
2/15/ 5	164	44.69663270
3/15/ 5	165	44.03722820
4/15/ 5	166	43.37944900
5/15/ 5	167	42.71529618
6/15/ 5	168	42.05274489
7/15/ 5	169	41.38379711
8/15/ 5	170	40.70841936
9/15/ 5	171	40.03458803
10/15/ 5	172	39.35430279
11/15/ 5	173	38.66753193
12/15/ 5	174	37.98224911
1/15/ 6	175	37.29045647
2/15/ 6	176	36.59211995
3/15/ 6	177	35.89076547
4/15/ 6	178	35.20824072
5/15/ 6	179	34.51922399
6/15/ 6	180	33.84910371
7/15/ 6	0	33.00000024

DISTRICT OF COLUMBIA) SS.:

CERTIFICATE OF TRUE COPY

I, John K. Maser III, a member of the Bar of the District of Columbia, do hereby certify that I have compared the attached copy of the document entitled "First Amendment to Purchase and Lease Agreement" executed by The CIT Group/Equipment Financing, Inc., as Lessor, Cargill, Incorporated, as Lessee, and Helm Financial Corporation, with the executed original thereof and find the said attached copy to be in all respects a true, correct and complete copy of the aforesaid executed original.

IN WITNESS WHEREOF, the undersigned has hereto affixed his signature this 20th day of September, 1991.

John K. Maser III

Subscribed and sworn to before me this 20th day of September, 1991.

Diane G Haussein
Notary Public - D.C.

My Commission Expires September 30, 1991

