

TAFT, STETTINIUS & HOLLISTER

1800 STAR BANK CENTER
425 WALNUT STREET

CINCINNATI, OHIO 45202-3957

513-381-2838

CABLE: TAFTHOL TWX: 810-461-2823

FAX: 513-381-0205

COLUMBUS, OHIO OFFICE
SUITE 1000 - 33 NORTH HIGH STREET
COLUMBUS, OHIO 43215-3022
814-221-2838
FAX: 614-221-2007

WASHINGTON, D.C. OFFICE
SUITE 500 - 625 INDIANA AVENUE, N.W.
WASHINGTON, D.C. 20004-2901
202-628-2838
FAX: 202-347-9418

17803

MAY 19 1992 - 2 35 PM

INTERSTATE COMMERCE COMMISSION

May 18, 1992

COVINGTON, KENTUCKY OFFICE
SUITE 340 - 1717 DIXIE HIGHWAY
COVINGTON, KENTUCKY 41011-2783
606-331-2838
513-381-2838
FAX: 513-381-6613

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

2-140A044

17803

Interstate Commerce Commission
12th Street & Constitution Ave., N.W.
Washington, D.C. 20423
Attn: Mildred Lee
Room 2303

MAY 19 1992 - 2 35 PM

INTERSTATE COMMERCE COMMISSION

MAY 19 2 26 PM '92
MOTOR OPERATING UNIT

Dear Ms. Lee:

I have enclosed herewith an original and one copy of each of the documents described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

The first document is a Lease, a primary document, dated March 8, 1991.

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

- LESSOR: The David J. Joseph Company
300 Pike Street
Cincinnati, Ohio 45202
- LESSEE: Farmland Industries, Inc.
Post Office Box 7305
Kansas City, Missouri 64116-0005

The equipment covered by this Lease document is four hundred seventy-nine (479) 100 ton 1979 Hawker Siddeley 4,650 cubic foot covered hopper cars bearing the reporting marks set forth in Appendix A hereto.

The second document is an Assignment and Assumption Agreement, a secondary document, dated April 24, 1991. The primary document to which this is connected is the above Lease. We request that this assignment be cross indexed.

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

Ms. Mildred Lee
May 18, 1992
Page 2

ASSIGNOR: The David J. Joseph Company
300 Pike Street
Cincinnati, Ohio 45202

ASSIGNEE: Fifth Third Leasing Company
Fifth Third Bank Center
38 Fountain Square Plaza
Cincinnati, OH 45263

The equipment covered by this Assignment and Assumption Agreement is four hundred seventy-nine (479) 100 ton 1979 Hawker Siddeley 4,650 cubic foot covered hopper cars bearing the reporting marks set forth in Appendix A hereto.

A fee of \$16.00 is enclosed. Please return the original executed copy of the enclosed document to:

Philip F. Schultz, Esq.
Taft, Stettinius & Hollister
1800 Star Bank Center
425 Walnut Street
Cincinnati, OH 45202-3957

A short summary of the documents to appear in the index follows:

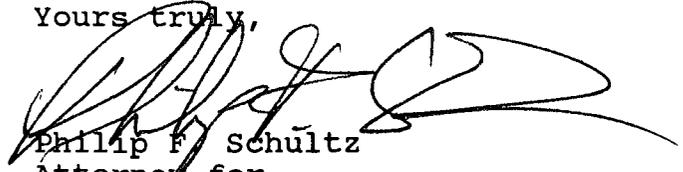
Lease from Farmland Industries, Inc., Post Office Box 7305, Kansas City, Missouri 64115-0005 to The David J. Joseph Company, 300 Pike Street, Cincinnati, Ohio 45202 dated March 8, 1991 and covering four hundred seventy-nine (479) 100 ton 1979 Hawker Siddeley 4,650 cubic foot covered hopper cars.

Assignment and Assumption Agreement from Fifth Third Leasing Company, Fifth Third Bank Center, 38 Fountain Square Plaza, Cincinnati, OH 45263 to The David J. Joseph Company, 300 Pike Street, Cincinnati, Ohio 45202 dated April 24, 1991 and covering four hundred seventy-nine (479) 100 ton 1979 Hawker Siddeley 4,650 cubic foot covered hopper cars.

Ms. Mildred Lee
May 18, 1992
Page 3

Please call me if you should have any questions.

Yours truly,

A handwritten signature in black ink, appearing to read "Philip F. Schultz", written over the typed name.

Philip F. Schultz
Attorney for
The David J. Joseph Company

PFS/bv
Enclosure
icccint1.djj

17803

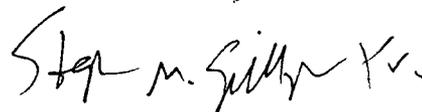
REGISTRATION NO. FILED 1992

MAY 19 1992 - 2:02 PM

CERTIFICATE

INTERSTATE COMMERCE COMMISSION

The undersigned, Stephen M. Griffith, Jr., a notary public in and for the County of Hamilton, State of Ohio, hereby certifies that the copy of the document attached hereto has been compared with the original and that the undersigned has found the copy to be complete and identical in all respects to the original document.



Notary Public/

STEPHEN M. GRIFFITH, JR., Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My Commission has no expiration
date. Section 147.08 O.R.C.

17803/A

REGISTRATION NO. _____ FILED 1423

MAY 19 1992 -2 35 PM

INTERSTATE COMMERCE COMMISSION

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT dated as of April 24, 1991, is entered into by and between THE FIFTH THIRD LEASING COMPANY ("Assignee"), an Ohio corporation, and THE DAVID J. JOSEPH COMPANY ("Assignor"), a Delaware corporation.

W I T N E S S E T H:

WHEREAS, Assignor wishes to assign, transfer, and convey to Assignee, and Assignee wishes to receive and accept, all of Assignor's right, title and interest in and to the Owner Interests set forth in Appendix 1 ("Owner Interests") which Owner Interests relate to rolling stock leased to Farmland Industries, Inc.

NOW, THEREFORE, the parties agree as follows: Section

Section 1. Assignment of Owner Interests. Assignor assigns, transfers and conveys to Assignee as of the date hereof all of its right, title and interest in, to and under the Owner Interests. Assignee accepts and receives all such right, title and interest in, to and under the Owner Interests.

Section 2. Assumption of Liabilities. Assignee assumes all of the duties and obligations of Assignor hereafter accruing or arising under the agreements set forth in Appendix 1. Assignor shall not be responsible to any other party to the agreements set forth in Appendix 1 for the discharge or performance of any such duties or obligations to be performed or discharged pursuant to

or in connection with the agreements set forth in Appendix 1 after the date hereof. Assignee confirms that as of the date hereof it shall be deemed a party to those agreements set forth in Appendix 1 to which Assignor is a party, and Assignee agrees to be bound by all the terms of, and to undertake all such obligations of, Assignor contained therein.

Section 3. Exception. Notwithstanding the foregoing assignment, Assignor shall be entitled to pursue claims accruing or arising incident to its interests in the Owner Interests on or before the date hereof, and all its rights and remedies related to such claims, for (a) payments or indemnity now or hereafter due under the agreements related to the Owner Interests from any obligor thereunder, and/or (b) insurance payments or proceeds.

Section 4. Indemnity.

(a) Assignee agrees to indemnify and save and hold harmless Assignor from and against any and all loss, liability, claims, and causes of action accruing or arising under the agreements set forth in Appendix 1 after the date hereof by reason of any act, event, or omission occurring subsequent to the date hereof which are asserted against Assignor as a party of the agreements set forth in Appendix I.

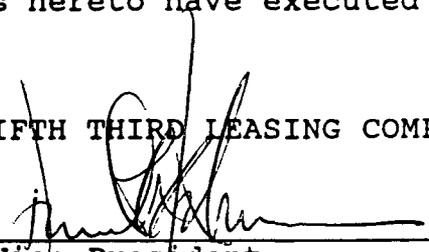
(b) Assignor agrees to indemnify and save and hold harmless Assignee from and against any and all loss, liability, claims, and causes of action which may have accrued or arisen under the agreements set forth in Appendix I on or prior to the date hereof by reason of any act, event, or omission occurring on or prior to

the date hereof and which are asserted against Assignee as a party of the agreements set forth in Appendix I.

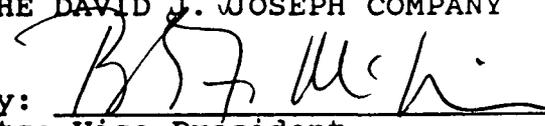
Section 5. Miscellaneous. Each party to this Agreement shall execute and deliver such instruments, documents and other written information and take such other actions as the other parties may reasonably require in order to carry out the intent of this Agreement. This Agreement and all the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one instrument. The laws of Ohio shall govern the validity and interpretation hereof and the performance of the parties hereto of their respective duties and obligations.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement.

THE FIFTH THIRD LEASING COMPANY

By: 
Its: James A. Senior
Vice President

THE DAVID J. JOSEPH COMPANY

By: 
Its: B. J. McHenry
Vice President

APPENDIX 1
OWNER INTERESTS

All right, title and interest of The David J. Joseph Company, in, to and under:

1. The Participation Agreements among Farmland Industries, Inc. (the "Lessee"), The David J. Joseph Company, assignee of BA Leasing & Capital Corporation, successor by merger, to BameriLease Capital Corporation and BameriLease, Inc. (the "Trustor"), the institutions named in the Appendix 2 (the "Lenders"), Mercantile Bank, N A., formerly Mercantile Trust Company National Association, (the "Trustee") and Boatman's First National Bank of Kansas City, formerly The First National Bank of Kansas City (the "Security Trustee"), dated as of May 22, 1979 and June 15, 1979, respectively.

2. The Trust Agreements between Trustor and Trustee dated as of May 22, 1979 and June 15, 1979, respectively.

3. The Equipment Leases between Trustee and Lessee dated as of May 22, 1979 and June 15, 1979, respectively, as supplemented by (a) the First Lease -Supplement dated as of June 29, 1979 and the Second Lease Supplement dated as of December 27, 1979, relating to the Equipment Lease dated as of May 22, 1979 and (b) the First Lease Supplement dated as of June 29, 1979, the Second Lease Supplement dated as of July 9, 1979 and the Third Lease Supplement dated as of December 27, 1979, relating to the Equipment Lease dated as of June 15, 1979.

4. The Security Agreement - Trust Deeds from Trustee to Security Trustee dated as of May 22, 1979 and June 15, 1979, respectively, as supplemented by (a) the First Supplemental Security Agreement, dated as of June 29, 1979, Second Supplemental Security Agreement dated as of December 27, 1979 relating to the Security Agreement-Trust Deed, dated as of May 22, 1979 and (b) the First Supplemental Security Agreement dated as of June 29, 1979, the Second Supplemental Security Agreement dated as of July 9, 1979, and the Third Supplemental Security Agreement dated as of December 27, 1979, relating to the Security Agreement-Trust Deed, dated as of June 15, 1979.

5. Ten percent Secured Notes, dated June 15, 1979, numbered R-1 through R-12, in the aggregate principal amount of \$10,000,000, and ten percent Secured Notes, dated May 22, 1979, numbered R-1 through R-12, in the aggregate principal amount of \$8,750,000.

6. The Tax Indemnification Agreements between Trustee and Lessee dated as of May 22, 1979 and June 15, 1979, respectively.

7. The Agreement and Assignment between Trustee and Lessee dated as of May 22, 1979 and June 15, 1979, respectively.

8. The Agreement between Itel Corporation and Lessee dated as of May 16, 1979.

9. The Agreement among Lessee, Itel Corporation and Hawker Siddeley Canada Ltd. dated as of May 15, 1979.

10. The Consent and Agreements of Itel Corporation dated as of May 17, 1979 and June 15, 1979, respectively.

11. The Certificates of Supplemental Cost dated as of December 17, 1979 and December 24, 1979, respectively.

12. The Purchase Contract between Hawker Siddeley Canada Ltd. and Itel Corporation dated as of December 19, 1978.

13. Opinions of Counsel regarding May 22, 1979 Transaction.

(a) The opinion of Messrs. Chapman and Cutler, special counsel for the Lenders, responsive to Section 4.1(c) of the Participation Agreement.

(b) The opinion of Robert L. Gowdy, Esq., counsel for the Lessee, responsive to Section 4.1(c) of the Participation Agreement.

(c) The opinion of Messrs. Blake, Cassels & Graydon, counsel for the Manufacturer, responsive to Section 4.1(c) of the Participation Agreement.

(d) The opinion of Warren M. Green, Esq., counsel for Itel, responsive to Section 4.1(c) of the Participation Agreement.

(e) The opinion of Messrs. Thompson & Mitchell, counsel for the Trustee, responsive to Section 4.1(c) of the Participation Agreement.

(f) The opinion of Peter Leiter, Esq., counsel for the Trustor, responsive to Section 4.1(c) of the Participation Agreement.

14. Opinions of Counsel regarding June 15, 1979 Transaction.

(a) The opinion of Messrs. Chapman and Cutler, special counsel for the Lenders, responsive to Section 4.1(c) of the Participation Agreement.

- (b) The opinion of Robert L. Gowdy, Esq., counsel for the Lessee, responsive to Section 4.1(c) of the Participation Agreement.
 - (c) The opinion of Messrs. Blake, Cassels & Graydon, counsel for the Manufacturer, responsive to Section 4.1(c) of the Participation Agreement.
 - (d) The opinion of Peter M. Choy, Esq. counsel for ITEL, responsive to Section 4.1(c) of the Participation Agreement.
 - (e) The opinion of Messrs. Thompson & Mitchell, counsel for the Trustee, responsive to Section 4.1(c) of the Participation Agreement.
 - (f) The opinion of Peter Leiter, Esq., counsel for the Trustor, responsive to Section 4.1(c) of the Participation Agreement.
15. Certificates regarding May 22, 1979 Transaction.
- (a) The Certificate of the Secretary of the Lessee dated as of the First Deposit Date with respect to the Charter, By-Laws, corporate authorization and incumbency and signatures of signing officers.
 - (b) The Certificate of the Secretary of State of Kansas with respect to good standing of the Lessee.
 - (c) The Certificate of the Secretary of State of Missouri with respect to good standing of the Lessee.
 - (d) The Certificate of the Secretary of the Trustee dated as of the First Deposit Date with respect to the Charter, By-Laws, due authorization and the incumbency and signatures of signing officers.
 - (e) The Certificate of the Comptroller of the Currency as to the good standing of the Trustee.

- (f) The Certificate of the Assistant Secretary of the Trustor dated as of the First Deposit Date with respect to the due authorization of its acts taken in connection with this transaction and the incumbency and signatures of signing officers.
- (g) The Certificate of the Assistant Secretary of the Security Trustee, dated as of the First Deposit Date with respect to the due authorization of its acts taken in connection with this transaction and the incumbency and signatures of signing officers.

16. Certificates regarding June 15, 1979 Transaction.

- (a) The Certificate of the Secretary of the Lessee dated as of the First Deposit Date with respect to the Charter, By-Laws, corporate authorization and incumbency and signatures of signing officers.
- (b) The Certificate of the Secretary of State of Kansas with respect to good standing of the Lessee.
- (c) The Certificate of the Secretary of State of Missouri with respect to good standing of the Lessee.
- (d) The Certificate of the Secretary of the Trustee dated as of the First Deposit Date with respect to the Charter, By-Laws, due authorization of its acts taken in connection At this transaction and the incumbency and signatures of signing officers.
- (e) The Certificate of the Assistant Secretary of the Trustor dated as of the First Deposit Date with respect to the due authorization of its acts taken in connection with this transaction and the incumbency and signatures of signing officers.
- (f) The Certificate of the Assistant Secretary of the Security Trustee,

dated as of the First Deposit Date with respect to the due authorization of its acts taken in connection with this transaction and the incumbency and signatures of signing officers.

17. Its beneficial interest in the Equipment, as defined in the Participation Agreements.

Excluding from the foregoing railroad cars bearing identification marks and numbers FLIX 2082, 2145, 2147, 2161, 2010, 2146, 2250, 2262, 2282, 2355, 2357, 2308, 2412, 2213, 2254, 2288, 2337, 2332, 2313, 2487, 2245.

18. The Railroad Equipment Lease dated as of March 8, 1991 between The David J. Joseph Company, as Lessor, and Farmland Industries, Inc. as Lessee.

APPENDIX 2
LENDERS

Unum Life Insurance Company, formerly
Union Mutual Life Insurance Co., Union Mutual Stock
Life Insurance Co. of America, and Union Mutual Stock
Life Insurance Co. of New York

Sun Life Assurance Co. of Canada

Sun Life Assurance Co. of Canada, U.S.

Equitable Life Insurance Co. of Iowa

Equitable American Life Insurance Co.

Modern Woodmen of America

Pan-American Life Insurance Co.

Ameritas Life Insurance Co., formerly
Bankers Life Insurance Co. of Nebraska

Knights of Columbus

American United Life Insurance Co.

STATE OF OHIO)
) ss.
COUNTY OF HAMILTON)

On this 24th day of April, 1991, before me personally appeared David A Jackson, to me personally known, who being by me duly sworn says that he is Senior Vice President of The Fifth Third Leasing Company, that the foregoing Assignment and Assumption Agreement was signed on behalf of said corporation by the 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.



Sandra L Reuter
Notary Public

SANDRA L. REUTER
Notary Public, State of Ohio
My Commission Expires Nov. 18, 1995

STATE OF OHIO)
) ss.
COUNTY OF HAMILTON)

On this 24th day of April, 1991, before me personally appeared Douglas J McMillan, to me personally known, who being by me duly sworn says that he is Vice President of The David J. Joseph Company, that the foregoing Assignment and Assumption Agreement was signed on behalf of said corporation by the 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.



Sandra L. Reuter
Notary Public

SANDRA L. REUTER
Notary Public, State of Ohio
My Commission Expires Nov. 18, 1995

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INTERSTATE COMMERCE COMMISSION
EASH

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INTERSTATE COMMERCE COMMISSION

in connection with the agreement set forth in the
attachment date hereof. Assignee certifies that no of said date

hereof is shall ASSIGNMENT AND ASSUMPTION AGREEMENT

is Appendix 1 to which Assignor is and Assignee agrees

This ASSIGNMENT AND ASSUMPTION AGREEMENT dated as of April
24, 1991, is entered into by and between THE FIFTH THIRD LEASING
COMPANY ("Assignee"), an Ohio corporation, and THE DAVID J.
JOSEPH COMPANY ("Assignor"), a Delaware corporation.

W I T N E S S E T H:

WHEREAS, Assignor wishes to assign, transfer, and convey to
Assignee, and Assignee wishes to receive and accept, all of
Assignor's right, title and interest in and to the Owner
Interests set forth in Appendix 1 ("Owner Interests") which Owner
Interests relate to rolling stock leased to Farmland Industries,
Inc.

NOW, THEREFORE, the parties agree as follows: Section

Section 1. Assignment of Owner Interests. Assignor

assigns, transfers and conveys and all liability, claims,
and causes of action accrued or arising under the agreements set
forth in Appendix 1 after the date hereof to and under the Owner
Interests. Assignee accepts and receives all such right, title
and interest in, to and under the Owner Interests.

Section 2. Assumption of Liabilities. Assignee assumes all

of the duties and obligations of Assignor hereafter accruing or
arising under the agreements set forth in Appendix 1. Assignor
shall not be responsible to any other party to the agreements set
forth in Appendix 1 for the discharge or performance of any such
duties or obligations to be performed or discharged pursuant to
by reason of any event, omission, accident, or negligence