

WILMER, CUTLER & PICKERING

2445 M STREET, N. W.

WASHINGTON, D. C. 20037-1420

TELEPHONE (202) 663-6000
FACSIMILE (202) 293-0074.
293-5929, 429-4930, 429-9893
TELEX 440239 WCPI UI.
892402 WICRING WSH
ABA NET ABA1354
SOURCE WCP@RECORDATION NO

EUROPEAN OFFICE
4 CARLTON GARDENS
PALL MALL
LONDON SW1Y 5AA, ENGLAND
TELEPHONE 011 (441) 839-4466
FACSIMILE 011 (441) 839-3537
TELEX 8813918 WCP LON

ALLEN H. HARRISON, JR.

DIRECT LINE (202)

663-6093

RECORDATION NO 15557-D FILED 1425

SEP 19 1990 -1 15 PM

INTERSTATE COMMERCE COMMISSION

SEP 19 1990 -1 15 PM
INTERSTATE COMMERCE COMMISSION

September 19, 1990

Filing fee \$ 30.00

Recordation No. 15557

0-262A02C

Dear Mr. Strickland:

On behalf of Continental Grain Company, a Delaware corporation, I submit for filing and recording under 49 U.S.C. Section 11303(a) and the regulations promulgated thereunder, executed counterparts of two secondary documents, not previously recorded, entitled (1) Second Amendment to Lease Intended for Security, entered into as of August 29, 1990 and (2) Assignment and Assumption, entered into August 29, 1990. The aforesaid documents relate to that certain Lease Intended for Security ("Lease") dated as of March 31, 1988, recorded with the Interstate Commerce Commission under Recordation No. 15557 on March 31, 1988, and should be filed under the next available letter designations under Recordation No. 15557, which we believe will be -D and -E, respectively.

(1) The parties to the Second Amendment to Lease Intended for Security (15557-D) are:

15557-D Amendment
15557-E Assignment

BA Leasing & Capital Corporation -- "Lessor"
(Successor to B.A. Leasing Corporation)
Two Embarcadero Center
San Francisco, California 94111

Continental Grain Company -- "Lessee"
277 Park Avenue
New York, New York 10172

The said document, among other things, restates the description and changes the equipment covered in the lease.

Continental Grain - S.P.

The units of equipment covered by this document are 533 C-113 L covered hopper cars bearing ECGX and LCGX numbers as listed in the document.

A short summary of the document to appear in the ICC Index is as follows:

"533 covered hoppers, ECGX and LCGX numbers."

(2) The parties to the Assignment and Assumption (15557-E) are:

Continental Grain Company -- "Lessee/Assignor"
277 Park Avenue
New York, New York 10172

Continental - CFO Company -- "New Lessee/Assignee"
4901 Main Street
Kansas City, Missouri 64112

The said document, among other things, is an assignment by the Assignor of its right, title and interest in, to and under the above-mentioned Lease and the property leased thereunder, to the Assignee.

The equipment covered by the document is the equipment covered in the aforesaid Lease as amended.

A short summary of the document to appear in the ICC Index is as follows:

"Assigns rights of Lessee in Lease and equipment thereunder."

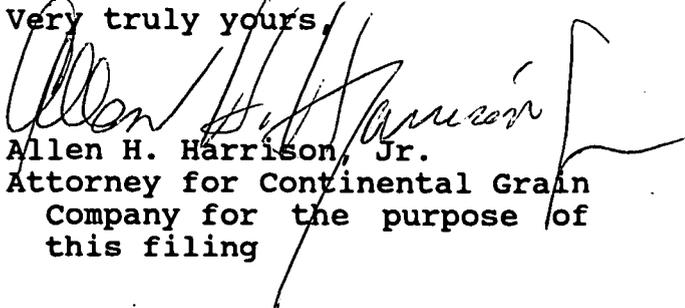
Please note, separate indexing also should be made under Continental-CFO Company, a new party to the transactions.

Enclosed is a check in the amount of thirty dollars (\$30) in payment of the filing fees.

Once the filings have been made, please return to bearer the stamped counterparts of the documents not required for filing

purposes, together with the fee receipt, the letter from the ICC acknowledging the filings, and the two extra copies of this transmittal letter.

Very truly yours,



Allen H. Harrison, Jr.
Attorney for Continental Grain
Company for the purpose of
this filing

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

Enclosures

AHH/iw

BY HAND

Interstate Commerce Commission
Washington, D.C. 20423

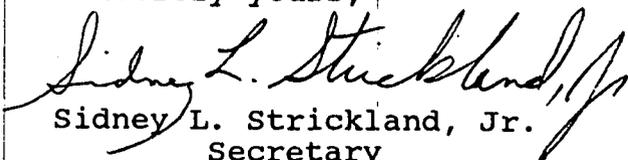
OFFICE OF THE SECRETARY

Allen H. Harrison, Jr.
Wilmer, Cutler & Pickering
2445 M Street, N.W.
Washington, D. C. 200737-1420

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 9/19/90 at 1:15PM, and assigned recordation number(s) 15557-D and 15557-E

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

5557-D

REGISTRATION NO. 15557-D FILED 1425

SEP 19 1990 - 1 15 PM

INTERSTATE COMMERCE COMMISSION

SECOND AMENDMENT TO LEASE INTENDED FOR SECURITY

THIS SECOND AMENDMENT TO LEASE INTENDED FOR SECURITY is made and entered into as of this 29th day of August, 1990, by and between BA Leasing & Capital Corporation (successor to B.A. Leasing Corporation), a California corporation, with its principal office at Two Embarcadero Center, San Francisco, California ("Lessor") and Continental Grain Company, a Delaware corporation, with its principal office at 277 Park Avenue, New York, New York 10172 ("Lessee").

WHEREAS, B.A. Leasing Corporation and Elders Grain, Inc. entered into a Lease Intended for Security dated as of March 31, 1988 (hereinafter referred to as the "Lease"); and

WHEREAS, Elders Grain, Inc. and Lessee have executed that certain Assignment and Assumption dated as of June 29, 1990 whereby Lessee has assumed the obligations of lessee under the Lease arising on or after June 29, 1990;

WHEREAS, Lessor and Lessee have executed that certain First Amendment to Lease Intended For Security dated as of June 29, 1990; and

WHEREAS, Lessor and Lessee now desire to further amend the Lease as hereinafter set forth:

NOW, THEREFORE, the parties hereto agree as follows:

1. Notwithstanding the First Amendment to Lease Intended For Security, Lessee will promptly change or cause to be changed the alpha prefix of the running numbers of each Unit from LGIX to LCGX and preserve the existing numeric suffix of the running number of each Unit.
2. The Lease is amended by deleting in its entirety Paragraph A of the Schedule and adding a new Paragraph A to read as follows:

"A. Description of Units.

533 type C-113 L covered hopper rail cars bearing the following reporting marks:

LCGX 225-229	LCGX 496-497
LCGX 231-236	LCGX 498-499
LCGX 238-241	LCGX 500-503
LCGX 243-246	LCGX 505-508
LCGX 248-258	LCGX 509
LCGX 260-271	ECGX 510
LCGX 273-274	ECGX 511
LCGX 315-349	ECGX 513-514
LCGX 351-364	ECGX 515
LCGX 366-374	ECGX 516-519
LCGX 375-379	ECGX 521-532
LCGX 381-383	ECGX 534-542
LCGX 385-400	LCGX 544-552
LCGX 402-407	LCGX 554-559
LCGX 409-427	LCGX 560-617
LCGX 429-459	LCGX 619-660
LCGX 461-484	LCGX 661
LCGX 487	LCGX 662-674
LCGX 488-494	LCGX 676-698
LCGX 699	LCGX 729
LCGX 701-710	LCGX 731
LCGX 711-714	LCGX 733-749
LCGX 715-719	LCGX 751-758
LCGX 720	LCGX 760-782
LCGX 722	LCGX 784-795
LCGX 723	LCGX 797-798
LCGX 725-726	LCGX 800-823
LCGX 728	LCGX 825-834"

3. Paragraph J of the Schedule entitled "Financial Covenants" is amended by inserting at the end thereof the following:

"In the event of an assignment of this Lease to Continental - COF Company, a New York general partnership (the "Partnership"), and provided that Lessor shall consent to such assignment, the Financial Covents of Lessee hereunder shall be deemed satisfied if either Continental Grain Company or the Partnership satisfies the Tangible Net Worth and minimum working capital requirements hereof.

4. Except as is herein specifically amended, all of the terms, covenants, and provisions of the Lease remain in full force and effect.

5. All defined terms used herein shall have the same meaning as in the Lease.

6. This Second Amendment to Lease Intended for Security may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which for all purposes shall be deemed to be an original and all such counterparts shall together constitute but one and the same Second Amendment to Lease Intended for Security.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Lease as of the day and year written above.

CONTINENTAL GRAIN COMPANY

By: *J. M. Zick*
Title: Senior Vice President

BA LEASING & CAPITAL CORPORATION

By: *[Signature]*
Title: Vice President
By: *[Signature]*
Title: Assistant Vice President

State of CALIFORNIA
County of) SS.
SAN FRANCISCO)

BEFORE ME, the undersigned notary, on this day personally appeared ROGER T. DUNCAN, to me personally known who, being by me duly sworn, says that he/she is a VICE PRESIDENT of BA Leasing & Capital Corporation ("Company"), that the above Second Amendment to Lease Intended For Security ("Agreement") was signed on behalf of the said Company by authority of its Board of Directors and he/she acknowledged that the execution of the foregoing Agreement was the free act and deed of the said Company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 18 day of SEPTEMBER, 1990.

[SEAL]

Yvette Montalvo
NOTARY PUBLIC

My Commission Expires:

SEPTEMBER 15, 1992



State of CALIFORNIA
County of) SS.
SAN FRANCISCO)

BEFORE ME, the undersigned notary, on this day personally appeared ROBERT DREW MORRIS, to me personally known who, being by me duly sworn, says that he/she is a ASSISTANT VICE PRESIDENT of BA Leasing & Capital Corporation ("Company"), that the above Second Amendment to Lease Intended For Security ("Agreement") was signed on behalf of the said Company by authority of its Board of Directors and he/she acknowledged that the execution of the foregoing Agreement was the free act and deed of the said Company.

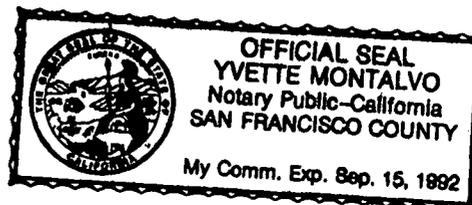
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 18 day of SEPTEMBER, 1990.

[SEAL]

Yvette Montalvo
NOTARY PUBLIC

My Commission Expires:

SEPTEMBER 15, 1992



State of Illinois)
County of Cook) SS.
)

BEFORE ME, the undersigned notary, on this day personally appeared John T. Zide, to me personally known who being by me duly sworn, says that he/she is a Senior Vice President of Continental Grain Company ("Company"), that the above Second Amendment to Lease Intended for Security ("Agreement") was signed on behalf of the said Company by authority of its Board of Directors and he/she acknowledged that the execution of the foregoing Agreement was the free act and deed of the said Company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 29th day of August, 1990.

[SEAL]

Laurie L. Wolske
NOTARY PUBLIC

My Commission Expires:

