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March 31, 1995

JOHN A. STALFORT
410-385-3424

via FEDERAL EXPRESS

Interstate Commerce Commission
12th and Constitution Avenue, N.W.
Washington, D.C. 20423
Attention: Mrs. Janice Fort

15557-G
RECORDED
MAY 19 1995

Re: Our File No.: 258-1510

Dear Mrs. Fort:

Enclosed for recordation as a secondary document pursuant to the provisions of 49 U.S.C. §22303 are one original and one notarized copy of the following document:

Termination Agreement dated March 30, 1995 between BA Leasing & Capital Corporation (successor to B.A. Leasing Corporation) (Four Embarcardo Center, 10th Floor, San Francisco, CA 94111) and Fribourg Enterprises L.P. (227 Park Avenue, New York, New York 10172) which relates to the Lease Intended for Security between Fribourg Enterprises L.P. and Elders Grain, Inc. dated March 31, 1988 which was recorded with the Interstate Commerce Commission on March 31, 1988 under Recordation No. 15557.

I have also enclosed a check in the amount of \$21.00 to cover the recordation costs.

Once this document has been recorded, please return the same to: John A. Stalfort, Esquire, Miles & Stockbridge, A Professional Corporation, 10 Light Street, 9th Floor, Baltimore, Maryland 21202.

Thank you for your prompt attention to this matter. If you have any questions, please call me.

Sincerely,

Michele E. Sperato

Michele E. Sperato
Secretary to John A. Stalfort

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RECORDED
OFFICE OF THE
SECRETARY OF
TRANSPORTATION
APR 3 10 50 AM '95
LICENSING BRANCH

RECORDATION NO. 15557-G
FILED 1/4/95
APR 3 1995 10:55 AM

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, TO WIT:

I HEREBY CERTIFY that the attached Termination Agreement is a true and complete copy of said Termination Agreement.

WITNESS my hand and seal this 31st day of March, 1995.

Deborah J. Hooper
Notary Public



My Commission Expires: 7/27/98

TERMINATION AGREEMENT

RECORDATION NO. 15557-6
APR 3 1995 10:58 AM
INTERSTATE COMMERCE COMMISSION

This TERMINATION AGREEMENT ("Agreement"), dated March 30, 1995, is made between BA Leasing & Capital Corporation (successor to B.A. Leasing Corporation) (the "Lessor"), a California corporation, Four Embarcadero Center, 10th Floor, San Francisco, California 94111 and Fribourg Enterprises L.P. ("FELP" or the "Lessee"), a Delaware limited partnership, 277 Park Avenue, New York, New York 10172.

WHEREAS, Lessee and Elders Grain, Inc. ("Elders") entered into a Lease Intended for Security dated as of March 31, 1988 (the "Lease"), which was recorded with the Interstate Commerce Commission (the "ICC") on March 31, 1988, pursuant to 49 U.S.C. §11303, and was assigned Recordation Number 15557 by the ICC;

WHEREAS, Lessor filed an Acceptance Supplement under the Lease with the ICC on March 31, 1988, which was assigned Recordation Number 15557-A by the ICC; and

WHEREAS, Elders assigned the Lease to Continental Grain Company ("Continental") and Continental assumed all the obligations of Lessee under the Lease arising on and after June 29, 1990 pursuant to an Assignment and Assumption dated as of June 29, 1990, which was recorded with the ICC on July 3, 1990 and was assigned Recordation Number 15557-B by the ICC;

WHEREAS, Lessor and Continental have entered into a First Amendment to a Lease Intended for Security dated as of June 29, 1990 and a Second Amendment to a Lease Intended for Security dated as of August 29, 1990 which Amendments were recorded with the ICC on July 3, 1990 and September 19, 1990, respectively, and were assigned Recordation numbers 15557-C and 15557-D, respectively, by the ICC;

WHEREAS, Continental assigned the Lease to Continental-COF Company, a New York general partnership ("Conti-COF"); and Conti-COF assumed the obligations of Lessee under the Lease arising on and after June 29, 1990 pursuant to an Assignment and Assumption dated as of August 29, 1990, which Assignment and Assumption was recorded with the ICC on September 19, 1990, and was assigned Recordation Number 15557-E by the ICC;

WHEREAS, pursuant to the Assignment and Assumption dated as of August 29, 1990, Continental remained liable for all obligations of Conti-COF under the Lease as principal and not as guarantor;

WHEREAS, Lessor and Conti-COF entered into a Third Amendment to a Lease Intended for Security dated as of May 15, 1991, which was not recorded with the ICC;

WHEREAS, Conti-COF assigned its interest in the Lease to Lessee; and FELP assumed the obligations of Lessee under the Lease pursuant to an Assignment and Assumption Agreement dated as of March 31, 1993, which was recorded with the ICC on April 13, 1993, and was assigned Recordation Number 15557-F by the ICC;

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. The Lease is hereby terminated.
2. Notwithstanding the termination of the Lease, Lessee hereby acknowledges that the provisions of the Lease that shall survive termination remain effective

IN WITNESS WHEREOF, the undersigned have duly executed this Termination

for the purposes therein contained as the duly authorized Managing Partner of said limited partnership by signing the name of the limited partnership by himself as Managing Partner.

AS WITNESS my hand and Notarial Seal.

Ellen Lieberman

Notary Public

(Seal)

My commission expires:

ELLEN LIEBERMAN
Notary Public, State of New York
No. 31-4940-03
Qualified in Queens County
Cert. filed in New York County
Commission Expires July 25, 1976

Agreement by their respectively authorized officers as of the date first above written.

BA LEASING & CAPITAL CORPORATION

FRIBOURG ENTERPRISES L.P.

By: [Signature]

By: Fribourg Investment Company L.P.,
General Partner

Title: VICE PRESIDENT

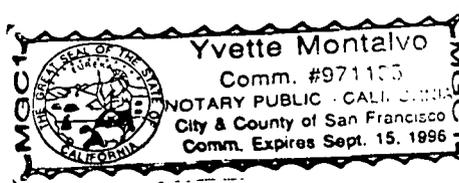
By: Michel Fribourg,
Managing Partner

STATE OF CALIFORNIA)
)SS.:
COUNTY OF SAN FRANCISCO)

On the 28 day of March, 1995, before me personally appeared ALBERT NORONA, to me personally known, who, being by me duly sworn say that he/she is VICE PRESIDENT of BA Leasing & Capital Corporation, that the foregoing Instrument was signed on behalf of said corporation, that said Instrument was signed on behalf of said corporation by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing Instrument was the free act and deed of said corporation.

[Signature]
Notary Public

My commission expires 9-15-96



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

On the ___ day of March, 1995, before me, the undersigned, a Notary Public of the State of New York, personally appeared Michel Fribourg, who acknowledged himself to be the Managing Partner of Fribourg Investment Company L.P., the General Partner of Fribourg Enterprises L.P., a Delaware limited partnership, known to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same

for the purposes therein contained as the duly authorized Managing Partner of said limited partnership by signing the name of the limited partnership by himself as Managing Partner.

AS WITNESS my hand and Notarial Seal.

Notary Public

(Seal)

My commission expires: