

OCT 23 '06

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SURFACE TRANSPORTATION BOARD



October 20, 2006

Vernon A. Williams, Secretary
Surface Transportation Board
1925 K Street, N.W.
Washington, DC 20423-0001

Dear Secretary:

I have enclosed two documents, a primary document and a secondary document, each described below, to be recorded pursuant to Section 11301 of Title 49 of the U.S. Code. The primary document, a Security and Pledge Agreement dated February 16, 2006, was entered into by Lansing Grain Company, LLC and JPMorgan Chase Bank, N.A., as Administrative Agent, but was never filed with the Board. After the primary document was executed, Lansing Grain Company, LLC merged with and into Lansing Trade Group, LLC, with Lansing Trade Group, LLC being the sole surviving entity. Additionally, Société Générale became the successor agent to JPMorgan Chase Bank, N.A. On October 16, 2006, Lansing Trade Group, LLC and Société Générale, as Administrative Agent, executed Amendment No. 1 to Security and Pledge Agreement, a secondary document relating to the Security and Pledge Agreement described above, which the parties wish to file with the Board. Although the primary document was never filed with the Board and the current parties to the agreements do not have an original signed copy of the primary document, based on our telephone conversation with Barbara Saddler, it is our understanding that the Board will be able to file both the secondary document and the primary document to which it relates.

The documents enclosed for recording are as follows:

1. Security and Pledge Agreement, a primary document, dated February 16, 2006
2. Amendment No. 1 to Security and Pledge Agreement, a secondary document that is connected to the Security and Pledge Agreement described above, dated October 16, 2006

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

Borrower:

Lansing Trade Group, LLC
2280 Sower Boulevard
Okemos, Michigan 48864
Attention: Jim Jenks
Telephone: 517.349.7630
Facsimile: 517.349.0633

Administrative Agent:

Société Générale
1221 Avenue of the Americas
New York, New York 10020
Attention: Peter Lopoukhine
Telephone: 212.278.7397
Facsimile: 212.278.7953

A description of the equipment covered by the document is attached hereto as Exhibit A.

Included in the property covered by the aforesaid Security and Pledge Agreement are railroad cars and locomotives intended for use related to interstate commerce, or interests therein, owned by Lansing Trade Group, LLC at the date of the Security and Pledge Agreement or thereafter acquired by it or its successors as owners of the lines of railway covered by the Security and Pledge Agreement.

A fee of \$34.00 is enclosed. Please return the original and any extra copies not needed by the Board for recordation to Bracewell & Giuliani LLP, 711 Louisiana Street, Suite 2300, Houston, Texas 77002-2770, Attention: Christina Stegemoller.

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

Security and Pledge Agreement between Lansing Trade Group, LLC (successor by merger to Lansing Grain Company, LLC) whose address is 2280 Sower Boulevard, Okemos, Michigan 48864 and Société Générale, as Agent (successor agent to JPMorgan Chase Bank, N.A.) whose address is 1221 Avenue of the Americas, New York, New York 10020, dated February 16, 2006, as amended by Amendment No. 1 to Security and Pledge Agreement dated October 16, 2006 and covering one locomotive and 63 railcars.

Please contact Christina Stegemoller at 713.221.3316 or christina.stegemoller@bgllp.com with any questions or comments. Thank you for your assistance.

Very truly yours,

SOCIÉTÉ GÉNÉRALE

By: 
Name: Peter Lopoukhine
Title: Vice President

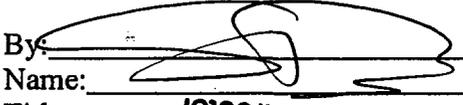
By: 
Name: Sebastien Ribatto
Title: Director

EXHIBIT A

DESCRIPTION OF RAILCARS AND LOCOMOTIVES

The following locomotive

Model GP-9, Loco #4517, Built in 1957, 1750 HP, diesel engine, 8" piston, 26L airbrake

The following 63 covered hopper railcars

	Original Marking		Restencils	
1.	DSRC	900203	LANX	8100
2.	DSRC	900005	LANX	8101
3.	DSRC	900018	LANX	8102
4.	DSRC	900051	LANX	8103
5.	DSRC	900003	LANX	8104
6.	DSRC	900006	LANX	8105
7.	DSRC	900020	LANX	8106
8.	DSRC	900027	LANX	8107
9.	DSRC	900030	LANX	8108
10.	DSRC	900031	LANX	8109
11.	DSRC	900036	LANX	8110
12.	DSRC	900039	LANX	8111
13.	DSRC	900052	LANX	8112
14.	DSRC	900055	LANX	8113
15.	DSRC	900073	LANX	8114
16.	DSRC	900075	LANX	8115
17.	DSRC	900080	LANX	8116
18.	DSRC	900083	LANX	8117
19.	DSRC	900085	LANX	8118
20.	DSRC	900089	LANX	8119
21.	DSRC	900092	LANX	8120
22.	DSRC	900097	LANX	8121
23.	DSRC	900096	LANX	8122
24.	DSRC	900101	LANX	8123
25.	DSRC	900104	LANX	8124
26.	DSRC	900112	LANX	8125
27.	DSRC	900113	LANX	8126
28.	DSRC	900122	LANX	8127
29.	DSRC	900125	LANX	8128
30.	DSRC	900126	LANX	8129
31.	DSRC	900128	LANX	8130
32.	DSRC	900130	LANX	8131
33.	DSRC	900133	LANX	8132

34.	DSRC	900139	LANX	8133
35.	DSRC	900144	LANX	8134
36.	DSRC	900154	LANX	8135
37.	DSRC	900162	LANX	8136
38.	DSRC	900166	LANX	8137
39.	DSRC	900173	LANX	8138
40.	DSRC	900181	LANX	8139
41.	DSRC	900185	LANX	8140
42.	DSRC	900190	LANX	8141
43.	DSRC	900198	LANX	8142
44.	DSRC	900197	LANX	8143
45.	DSRC	900200	LANX	8144
46.	DSRC	900204	LANX	8145
47.	DSRC	900215	LANX	8146
48.	DSRC	900219	LANX	8147
49.	DSRC	900224	LANX	8148
50.	DONX	7105	LANX	7100
51.	DONX	7109	LANX	7101
52.	DONX	7110	LANX	7102
53.	DONX	7112	LANX	7103
54.	DONX	7116	LANX	7104
55.	DONX	7121	LANX	7105
56.	DONX	7122	LANX	7106
57.	DONX	7123	LANX	7107
58.	DONX	7124	LANX	7108
59.	DONX	7128	LANX	7109
60.	DONX	7162	LANX	7110
61.	DONX	7164	LANX	7111
62.	DONX	7171	LANX	7113
63.	DONX	7177	LANX	7114

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SURFACE TRANSPORTATION BOARD

AMENDMENT NO. 1 TO SECURITY AND PLEDGE AGREEMENT

This Amendment No. 1 to Security and Pledge Agreement ("Amendment") dated as of October 16, 2006 ("Effective Date") is between Lansing Trade Group, LLC, a Delaware limited liability company ("Borrower") and Société Générale, as administrative agent for the lenders party to the Credit Agreement referred to below (successor agent to JPMorgan Chase Bank, N.A. and in such capacity, the "Administrative Agent").

RECITALS

A. Lansing Grain Company, LLC, a Michigan limited liability company (as predecessor by merger to Lansing Trade Group, LLC), the lenders party thereto ("Lenders"), and the Administrative Agent are parties to the Credit Agreement dated as of February 16, 2006, as amended by the Amendment to Credit Agreement dated October 6, 2006 and Amendment No. 2 dated October 16, 2006 (as so amended and as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

B. In connection with the Credit Agreement, the Borrower and the Administrative Agent entered into the Security and Pledge Agreement dated February 16, 2006 ("Security Agreement").

C. Effective May 1, 2006 and pursuant to that certain Agreement and Plan of Merger between the Borrower and Lansing Grain Company, LLC, Lansing Grain Company, LLC merged with and into the Borrower with the Borrower being the sole surviving entity.

D. The Borrower and the Administrative Agent wish to, subject to the terms and conditions of this Amendment, make certain amendments to the Security Agreement as provided herein.

THEREFORE, the Borrower and the Administrative Agent, on behalf of the Lenders, hereby agree as follows:

**ARTICLE I.
DEFINITIONS**

Section 1.01 Terms Defined Above. As used in this Amendment, each of the terms defined in the opening paragraph and the Recitals above shall have the meanings assigned to such terms therein.

Section 1.02 Terms Defined in the Credit Agreement and Security Agreement. Each term defined in the Credit Agreement or the Security Agreement and used herein without definition shall have the meaning assigned to such term in the Credit Agreement or the Security Agreement, as applicable, unless expressly provided to the contrary.

Section 1.03 Other Definitional Provisions. The words "hereby", "herein", "hereinafter", "hereof", "hereto" and "hereunder" when used in this Amendment shall refer to this Amendment as a whole and not to any particular Article, Section, subsection or provision of this Amendment. Article, Section, subsection and Exhibit references herein are to such Articles,

Sections, subsections and Exhibits of this Amendment unless otherwise specified. All titles or headings to Articles, Sections, subsections or other divisions of this Amendment or the exhibits hereto, if any, are only for the convenience of the parties and shall not be construed to have any effect or meaning with respect to the other content of such Articles, Sections, subsections, other divisions or exhibits, such other content being controlling as the agreement among the parties hereto. Whenever the context requires, reference herein made to the single number shall be understood to include the plural; and likewise, the plural shall be understood to include the singular. Words denoting sex shall be construed to include the masculine, feminine and neuter, when such construction is appropriate; and specific enumeration shall not exclude the general but shall be construed as cumulative. Definitions of terms defined in the singular or plural shall be equally applicable to the plural or singular, as the case may be, unless otherwise indicated.

ARTICLE II. AMENDMENTS TO SECURITY AGREEMENT

Section 2.01 Borrower. All references in the Security Agreement to the "Borrower" shall mean Lansing Trade Group, LLC, as successor by merger to Lansing Grain Company, LLC.

Section 2.02 Administrative Agent. All references in the Security Agreement to the "Administrative Agent" shall mean Société Générale, successor agent to JPMorgan Chase Bank, N.A.

Section 2.03 Exhibit F. Exhibit F to the Security Agreement is hereby deleted and replaced in its entirety with the Exhibit F attached to this Amendment.

Section 2.04 Exhibit G. Exhibit G to the Security Agreement is hereby deleted and replaced in its entirety with the Exhibit G attached to this Amendment.

Section 2.05 Exhibit H. Exhibit H to the Security Agreement is hereby deleted and replaced in its entirety with the Exhibit H attached to this Amendment.

ARTICLE III. REPRESENTATIONS AND WARRANTIES

Section 3.01 Borrower Representations and Warranties. The Borrower represents and warrants that: (a) its representations and warranties contained in the Collateral Documents and each of the Loan Documents to which it is a party are true and correct in all material respects on and as of the Effective Date, after giving effect to the terms of this Amendment, as though made on and as of such date, except those representations and warranties that speak of a certain date, which representations and warranties were true and correct as of such date; (b) after giving effect to the terms of this Amendment, no Default has occurred and is continuing; (c) the execution, delivery and performance of this Amendment are within the corporate power and authority of the Borrower and have been duly authorized by appropriate corporate action and proceedings; (d) this Amendment constitutes the legal, valid and binding obligation of such Borrower enforceable in accordance with their respective terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting the rights of creditors generally and general principles of equity; (e) there are no governmental or other third party consents, licenses and approvals required in connection with the execution, delivery,

performance, validity and enforceability of this Amendment; and (f) the Liens under the Collateral Documents are valid and subsisting and secure the Borrower's obligations under the Loan Documents.

ARTICLE IV. CONDITIONS

This Amendment shall become effective and enforceable against the parties hereto, and the Security Agreement shall be amended as provided herein, upon the occurrence of the following conditions precedent:

Section 4.01 Documents; Certificates. The Administrative Agent shall have received multiple original counterparts, as requested by the Administrative Agent, of (i) this Amendment duly and validly executed and delivered by duly authorized officers of the Borrower and the Administrative Agent, and (ii) such other instruments, documents and amendments or supplements as the Administrative Agent may reasonably request.

Section 4.02 No Default. No Default shall have occurred and be continuing as of the Effective Date.

Section 4.03 Representations. The representations and warranties in this Amendment shall be true and correct in all material respects.

ARTICLE V. MISCELLANEOUS

Section 5.01 Counterparts. This Amendment may be signed in any number of counterparts, each of which shall be an original and all of which, taken together, constitute a single instrument. This Amendment may be executed by facsimile signature and all such signatures shall be effective as originals.

Section 5.02 Ratification. Borrower and Administrative Agent further agree that except as amended hereby, all of the terms, obligations, rights and conditions of the Security Agreement have not been amended in any way and are and will remain binding upon, and enforceable against the parties thereto. Nothing in this Amendment releases any right, claim, lien or security interest of Administrative Agent created by or contained in the Security Agreement. Except as amended herein, the Security Agreement and other Loan Documents shall remain in full force and effect.

Section 5.03 Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the Lenders, the Issuing Bank, the Swingline Lender, the Borrower and the Administrative Agent hereto and their respective successors and assigns permitted pursuant to the Security Agreement.

Section 5.04 Invalidity. In the event that any one or more of the provisions contained in this Amendment shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Amendment.

Section 5.05 Governing Law. This Amendment shall be deemed to be a contract made under and shall be governed by and construed in accordance with the laws of the State of Indiana.

Section 5.06 Entire Agreement. THIS AMENDMENT, THE SECURITY AGREEMENT AS AMENDED BY THIS AMENDMENT, THE NOTES, AND THE OTHER LOAN DOCUMENTS CONSTITUTE THE ENTIRE UNDERSTANDING AMONG THE PARTIES HERETO WITH RESPECT TO THE SUBJECT MATTER HEREOF AND SUPERSEDE ANY PRIOR AGREEMENTS, WRITTEN OR ORAL, WITH RESPECT THERETO.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.

[SIGNATURES BEGIN ON NEXT PAGE]

EXECUTED effective as of the date first above written.

LANSING TRADE GROUP, LLC
(successor by merger to Lansing Grain Company, LLC)

By: 
Name: William E. Krueger
Title: Chief Executive Officer

SOCIÉTÉ GÉNÉRALE,
as Administrative Agent

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXECUTED effective as of the date first above written.

LANSING TRADE GROUP, LLC
(successor by merger to Lansing Grain Company, LLC)

By: _____
Name: _____
Title: _____

SOCIÉTÉ GÉNÉRALE,
as Administrative Agent

By:  _____
Name: **Peter Lopoukhine**
Title: **Vice President**

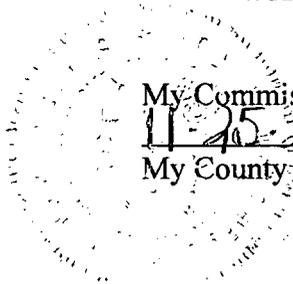
By:  _____
Name: _____
Title: _____

Sebastien Ribatto
Director

STATE OF Kansas)
COUNTY OF Johnson) SS:

Before me the undersigned, a Notary Public in and for said County and State, personally appeared William Kruger, a CEO of Lansing Trade Group, LLC, a Delaware limited liability company, who acknowledged the execution of the above and foregoing Amendment No. 1 to Security and Pledge Agreement on behalf of said limited liability company.

WITNESS, my hand and Notarial Seal this 18 day of October, 2006.



My Commission Expires 11-25-2006
My County of Residence Johnson
Notary Public Jodi L. Mitchell
Printed Jodi L. Mitchell

STATE OF _____)
COUNTY OF _____) SS:

Before me the undersigned, a Notary Public in and for said County and State, personally appeared _____, a _____ of Société Générale, as Administrative Agent, who acknowledged the execution of the above and foregoing Amendment No. 1 to Security and Pledge Agreement on behalf of said bank.

WITNESS, my hand and Notarial Seal this _____ day of October, 2006.

My Commission Expires: _____
My County of Residence: _____
Notary Public
Printed

STATE OF _____)
) SS:
COUNTY OF _____)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared _____, a _____ of Lansing Trade Group, LLC, a Delaware limited liability company, who acknowledged the execution of the above and foregoing Amendment No. 1 to Security and Pledge Agreement on behalf of said limited liability company.

WITNESS, my hand and Notarial Seal this _____ day of October, 2006.

My Commission Expires:

My County of Residence:

Notary Public

Printed

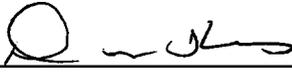
STATE OF New York)
) SS:
COUNTY OF New York)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Peter Lopouchine & Sebastian Ligato, a Vice President & Director, respectively of Société Générale, as Administrative Agent, who acknowledged the execution of the above and foregoing Amendment No. 1 to Security and Pledge Agreement on behalf of said bank.

WITNESS, my hand and Notarial Seal this 18th day of October, 2006.

My Commission Expires:

My County of Residence:



Notary Public

DONNA THOMAS
Notary Public, State of New York
No. 01-TH4994538
Qualified in Westchester County
Certificate filed in New York County
Commission Expires April 6, 2010

EXHIBIT F
(See Section 3.12 of Security Agreement)

RAIL CARS AND LOCOMOTIVES

The following locomotives

Manufacturer: _____, Model GP-9, Loco #4517, Built in 1957, 1750 HP, diesel engine, 8" piston, 26L airbrake
--

The following 64 covered hopper rail cars

	Original Marking		Restencils	
1.	DSRC	900203	LANX	8100
2.	DSRC	900005	LANX	8101
3.	DSRC	900018	LANX	8102
4.	DSRC	900051	LANX	8103
5.	DSRC	900003	LANX	8104
6.	DSRC	900006	LANX	8105
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23.	DSRC	900096	LANX	8122
24.	DSRC	900101	LANX	8123
25.	DSRC	900104	LANX	8124
26.	DSRC	900112	LANX	8125
27.	DSRC	900113	LANX	8126
28.	DSRC	900122	LANX	8127
29.	DSRC	900125	LANX	8128
30.	DSRC	900126	LANX	8129
31.	DSRC	900128	LANX	8130
32.	DSRC	900130	LANX	8131
33.	DSRC	900133	LANX	8132
34.	DSRC	900139	LANX	8133
35.	DSRC	900144	LANX	8134
36.	DSRC	900154	LANX	8135
37.	DSRC	900162	LANX	8136

38.	DSRC	900166	LANX	8137
39.	DSRC	900173	LANX	8138
40.	DSRC	900181	LANX	8139
41.	DSRC	900185	LANX	8140
42.	DSRC	900190	LANX	8141
43.	DSRC	900198	LANX	8142
44.	DSRC	900197	LANX	8143
45.	DSRC	900200	LANX	8144
46.	DSRC	900204	LANX	8145
47.	DSRC	900215	LANX	8146
48.	DSRC	900219	LANX	8147
49.	DSRC	900224	LANX	8148
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60.	DONX	7162	LANX	7110
61.	DONX	7164	LANX	7111
62.	DONX	7171	LANX	7113
63.	DONX	7177	LANX	7114

EXHIBIT G

(See Section 3.14 of Security Agreement and Definition of "Pledged Collateral")

**LIST OF PLEDGED COLLATERAL, SECURITIES AND OTHER INVESTMENT PROPERTY
STOCKS**

<u>Issuer</u>	<u>Certificate Number(s)</u>	<u>Number of Shares</u>	<u>Class of Stock</u>	<u>Percentage of Outstanding Shares</u>
Wright Lorenz Grain Co., Inc.	No certificates		Common	35.0%

MEMBERSHIP INTERESTS IN LIMITED LIABILITY COMPANIES

<u>Issuer</u>	<u>Certificate Number(s), if any</u>	<u>Number of Units</u>	<u>Class of Interest</u>	<u>Percentage of Outstanding Interests</u>
Red Cloud Grain, LLC	No certificates		Member	70.3%
Erskine Grain Terminal, LLC	No certificates		Member	25.0%
Westland Terminal, LLC	No certificates		Member	29.6%
Lansing Ethanol Services, LLC	No certificates		Member	60.0%

BONDS

<u>Issuer</u>	<u>Number</u>	<u>Face Amount</u>	<u>Coupon Rate</u>	<u>Maturity</u>
None				

GOVERNMENT SECURITIES

<u>Issuer</u>	<u>Number</u>	<u>Type</u>	<u>Face Amount</u>	<u>Coupon Rate</u>	<u>Maturity</u>
None					

**OTHER SECURITIES OR OTHER INVESTMENT PROPERTY
(CERTIFICATED AND UNCERTIFICATED)**

<u>Issuer</u>	<u>Description of Collateral</u>	<u>Percentage Ownership Interest</u>
None		

EXHIBIT H
(See Section 3.1 of Security Agreement)

OFFICES IN WHICH FINANCING STATEMENTS HAVE BEEN FILED

UCC
Michigan
Delaware

PPSA Registrations

Ontario
Alberta
Saskatchewan
New Brunswick
Nova Scotia
British Columbia
Manitoba