

RECORDATION NO. 17798-B FILED

JUN 30 2000 12:32 PM

SURFACE TRANSPORTATION BOARD

OF COUNSEL
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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

June 30, 2000

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a First Amendment to Lease, dated as of June 5, 2000, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Master Lease of Personal Property which was duly filed with the Commission under Recordation Number 17798.

The names and addresses of the parties to the enclosed document are: The name and address of the party to the enclosed document is:

Lessor: Banc of America Leasing & Capital, LLC
555 California Street, 4th Floor
San Francisco, CA 94104

Lessee: Farmland Industries, Inc
3315 North Oak Trafficway
Kansas City, Missouri 64116

A description of the railroad equipment covered by the enclosed documents is:

Fifty (50) railcars within the series FLIX 8000 - 8049 inclusive (formerly GAPX 8000 - 8049 inclusive).

Mr. Vernon A. Williams
June 30, 2000
Page 2

Also enclosed is a check in the amount of \$26.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return one stamped copy of the enclosed documents to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "Alvord", with a long horizontal flourish extending to the right.

Robert W Alvord

RWA/bjg
Enclosures

JUN 30 '00 12-32 PM

FIRST AMENDMENT TO LEASE

SURFACE TRANSPORTATION BOARD

THIS FIRST AMENDMENT TO LEASE entered into as of June 5, 2000 between Banc of America Leasing & Capital, LLC (successor by merger to Security Pacific Equipment Leasing, Inc. "Original Lessor"), a Delaware limited liability company with its principal office at 555 California Street, 4th Floor, San Francisco, California 94104 ("Lessor"), and Farmland Industries, Inc. a Kansas corporation, with its principal office at 3315 North Oak Trafficway, Kansas City, Missouri 64116 ("Lessee") with reference to the following:

A. Original Lessor and Lessee entered into a Master Lease of Personal Property dated as of March 3, 1992 incorporating by reference the terms of a Commitment Letter (the "Commitment Letter") of even date therewith and Lessee Schedule and Certificate of Acceptance No. 001 dated as of March 30, 1992 (together the "Lease"; all defined terms therein not otherwise defined herein being used with their meanings as defined therein); and

B. Lessor and Lessee now desire to amend the Lease as hereinafter set forth:

NOW, THEREFORE, the parties hereto agree as follows:

1. A new paragraph as set forth below is added at the end of the paragraph styled "Renewal Option" in the Commitment Letter dated March 3, 1992 between Original Lessor and Lessee which is incorporated into the Master Lease by section 1(a) thereof:

"The term of the Lease will expire on April 1, 2002 unless renewed by Lessee pursuant to the above renewal option (the "Initial Renewal Option"). If Lessee exercises the Initial Renewal Option, Lessee shall then have the options (the "Additional Renewal Options") to renew the term of the Lease for up to five times with each such renewal extending the term of the Lease for a period of two (2) years at the rental rates set forth below:

<u>Additional Renewal Term</u>	<u>Renewal Term</u>	<u>Total Annual Rental</u>
1	April 1, 2004- March 31, 2006	\$110,499.90
2	April 1, 2006- March 31, 2008	\$102,030.25
3	April 1, 2008- March 31, 2010	\$93,561.09
4	April 1, 2010- March 31, 2012	\$85,091.44
5	April 1, 2012- March 31, 2014	\$76,621.79

Rental in the amounts set forth above shall be payable annually in advance during each Additional Renewal Term as set forth. Lessee must give written notice not more than 180 days and not less than 90 days prior to the expiration of the original Lease term (and, if applicable, the Initial Renewal Term and each Additional Renewal Term) of Lessee's desire to renew the Lease for all of the Equipment then subject to the Lease."

2. A new paragraph is added at the end of the paragraph styled "Compliance" in the Commitment Letter to read as follows:

"Lessee shall cause each of the items of Equipment subject to the Lease to comply in all material respects with the provisions of 49 CFR Parts 171, 172, 173, 179 and 180 as soon as practicable but in all events prior to the expiration of the Lease."

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

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

FARMLAND INDUSTRIES, INC.

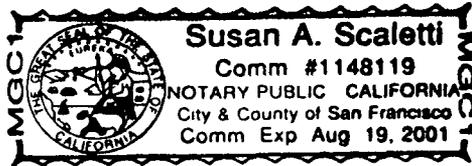
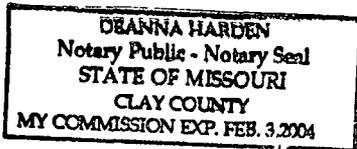
BANC OF AMERICA LEASING & CAPITAL, LLC

By: *[Signature]*
Title: VP & Treasurer

By: *[Signature]*
Title: Vice President

Deanna Harden

Susana Scaletti



CERTIFICATION

I, Edward M. Luria, attorney licensed to practice in the Commonwealth of Pennsylvania, the District of Columbia and the State of Delaware, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: June 30, 2000

Edward M. Luria

Edward M. Luria