

LAW OFFICES OF  
**LOUIS E. GITOMER**

LOUIS E. GITOMER  
LOU\_GITOMER@VERIZON.NET

THE ADAMS BUILDING, SUITE 301  
600 BALTIMORE AVENUE  
TOWSON, MARYLAND 21204-4022  
(202) 466-6532  
FAX (410) 332-0885

August 31, 2007

Honorable Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, DC 20423

RECORDATION NO. 17892-EE FILED

AUG 31 '07 -2 4 4 PM

**SURFACE TRANSPORTATION BOARD**

Dear Secretary Williams:

I have enclosed for e-filing the document described below, to be recorded pursuant to 49 U.S.C. § 11301.

The document is a Memorandum of Equipment Lease Agreement, a secondary document, dated as of August 31, 2007. The primary document to which this is connected is recorded under Recordation No. 17892. We request that the copy of this document be recorded under Recordation No. 17892-EE.

The names and addresses of the parties to the Memorandum of Equipment Lease Agreement are:

Lessor:

ConAgra Foods, Inc. (f/k/a ConAgra, Inc.)  
One Conagra Drive  
Omaha, NE 68102

Lessee:

BNSF Railway Company  
2500 Lou Menk Drive  
Fort Worth, TX 76131

Honorable Vernon A. Williams  
August 31, 2007  
Page 2

A description of the equipment covered by the Memorandum of Equipment Lease Agreement consists of 327 covered hopper cars numbered CAGX 1006, 1014, 1018, 1019, 1021, 1022, 1024, 1025, 1029, 1030, 1032, 1033, 1034, 1035, 1045, 1051, 1053, 1054, 1057, 1061, 1063, 1064, 1065, 1072, 1077, 1079, 1086, 1088, 1091, 1093, 1100, 1102, 1104, 1110, 1112, 1116, 1123, 1124, 1128, 1133, 1136, 1137, 1140, 1144-1148, inclusive, 1153, 1154, 1157, 1161, 1165, 1174, 1178, 1188, 1190, 1193, 1199, 1206, 1210, 1216, 1217, 1225, 1231, 1243, 1245, 1251-1255, inclusive, 1258, 1262, 1265, 1270, 1273, 1275-1278, inclusive, 1282, 1283, 1284, 1288, 1292, 1297, 1303, 1306, 1312, 1315, 1317, 1318, 1320, 1332, 1335, 1338, 1340, 1346, 1349, 1351, 1352, 1354, 1355, 1357, 1360, 1363, 1365, 1367, 1371, 1373, 1379, 1381, 1389, 1390, 1398, 1405, 1407, 1418, 1423, 1428, 1430, 1432, 1438, 1441, 1446, 1450, 1452, 1453, 1457, 1460, 1462, 1463, 1464, 1466, 1469, 1472, 1476, 1482, 1483, 1486, 1489, 1490, 1491, 1493, 1495, 1499, 1502, 1503, 1505, 1508, 1509, 1510, 1513, 1514, 1521, 1524, 1526, 1530, 1531, 1532, 1537, 1539, 1540, 1548, 1549, 1550, 1556, 1557, 1560, 1565, 1566, 1575, 1576, 1583, 1588, 1600, 1601, 1604, 1612, 1614, 1618, 1620, 1622, 1623, 1625, 1627, 1630, 1631, 1634, 1640, 1642, 1643, 1645, 1646, 1647, 1649, 1655, 1656, 1665, 1667, 1671, 1674, 1679, 1680-1696, inclusive, 1698-1750, inclusive, 1752-1779, inclusive, 1781, 1783-1786, inclusive, 1788, 1789, 1791-1795, inclusive, and 1797-1800, inclusive.

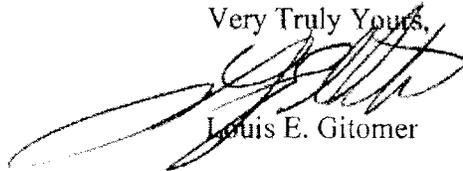
A fee of \$35.00 is enclosed. Please return one copy to:

Louis E. Gitomer  
600 Baltimore Avenue  
Suite 301  
Towson, MD 21204

Honorable Vernon A. Williams  
August 31, 2007  
Page 3

A short summary of the document to appear in the index follows: a Memorandum of Equipment Lease Agreement between ConAgra Foods, Inc. (f/k/a ConAgra, Inc.), One Conagra Drive, Omaha, NE 68102, and BNSF Railway Company, 2500 Lou Menk Drive, Fort Worth, TX 76131, covering 327 covered hopper cars numbered CAGX 1006, 1014, 1018, 1019, 1021, 1022, 1024, 1025, 1029, 1030, 1032, 1033, 1034, 1035, 1045, 1051, 1053, 1054, 1057, 1061, 1063, 1064, 1065, 1072, 1077, 1079, 1086, 1088, 1091, 1093, 1100, 1102, 1104, 1110, 1112, 1116, 1123, 1124, 1128, 1133, 1136, 1137, 1140, 1144-1148, inclusive, 1153, 1154, 1157, 1161, 1165, 1174, 1178, 1188, 1190, 1193, 1199, 1206, 1210, 1216, 1217, 1225, 1231, 1243, 1245, 1251-1255, inclusive, 1258, 1262, 1265, 1270, 1273, 1275-1278, inclusive, 1282, 1283, 1284, 1288, 1292, 1297, 1303, 1306, 1312, 1315, 1317, 1318, 1320, 1332, 1335, 1338, 1340, 1346, 1349, 1351, 1352, 1354, 1355, 1357, 1360, 1363, 1365, 1367, 1371, 1373, 1379, 1381, 1389, 1390, 1398, 1405, 1407, 1418, 1423, 1428, 1430, 1432, 1438, 1441, 1446, 1450, 1452, 1453, 1457, 1460, 1462, 1463, 1464, 1466, 1469, 1472, 1476, 1482, 1483, 1486, 1489, 1490, 1491, 1493, 1495, 1499, 1502, 1503, 1505, 1508, 1509, 1510, 1513, 1514, 1521, 1524, 1526, 1530, 1531, 1532, 1537, 1539, 1540, 1548, 1549, 1550, 1556, 1557, 1560, 1565, 1566, 1575, 1576, 1583, 1588, 1600, 1601, 1604, 1612, 1614, 1618, 1620, 1622, 1623, 1625, 1627, 1630, 1631, 1634, 1640, 1642, 1643, 1645, 1646, 1647, 1649, 1655, 1656, 1665, 1667, 1671, 1674, 1679, 1680-1696, inclusive, 1698-1750, inclusive, 1752-1779, inclusive, 1781, 1783-1786, inclusive 1788, 1789, 1791-1795, inclusive, and 1797-1800, inclusive.

Very Truly Yours,

A handwritten signature in black ink, appearing to read "Louis E. Gitomer", written over the typed name below.

Louis E. Gitomer

Enclosure

RECORDATION NO. 17892-EK FLUD

AUG 31 '07 -2 4 4 PM

SURFACE TRANSPORTATION BOARD

EXECUTION VERSION

MEMORANDUM OF EQUIPMENT LEASE AGREEMENT

THIS MEMORANDUM OF EQUIPMENT LEASE AGREEMENT, dated August 31, 2007 and effective as of August 5, 2005 by ConAgra Foods, Inc. (f/k/a ConAgra, Inc.), a Delaware corporation (the "Lessor") and BNSF Railway Company, a Delaware corporation (the "Lessee" and, together with the Lessor, the "Parties").

KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS, the Parties have entered into that certain Equipment Lease Agreement and Equipment Schedule No. 1 thereto, each dated as of August 5, 2005 (each as amended, modified or supplemented from time to time and collectively, the "Lease"), covering the railcars listed on Schedule A hereto (the "Equipment");

WHEREAS, the Parties wish to show for the public record the existence of the aforesaid Lease, and the respective interests therein of the Parties and accordingly the Parties have caused this memorandum to be executed by their respective duly authorized officers, as of the date first above written.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, by this instrument the Lessor confirms the lease of the Equipment to the Lessee in accordance with the terms and conditions of the Lease, and each of the Parties hereto confirms and accepts such terms and conditions, which are incorporated by reference as if fully set forth herein.

This Memorandum of Equipment Lease Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Memorandum of Equipment Lease Agreement has been duly executed by the Parties hereto as of the date first above written.

CONAGRA FOODS, INC. (f/k/a CONAGRA, INC.), as Lessor

By:   
Name: Gregory A. Heckman  
Title: President + COO

BNSF RAILWAY COMPANY, as Lessee

By: \_\_\_\_\_  
Name:  
Title:

STATE OF Nebraska )

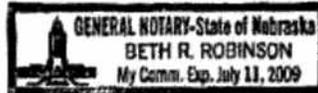
) SS:

COUNTY OF Douglas )

On August 28, 2007, before me, Beth R. Robinson, Notary Public, personally appeared Gregory A. Heckman, personally known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Beth R. Robinson



IN WITNESS WHEREOF, this Memorandum of Equipment Lease Agreement has been duly executed by the Parties hereto as of the date first above written.

CONAGRA FOODS, INC. (f/k/a CONAGRA, INC.), as Lessor

By: \_\_\_\_\_  
Name:  
Title:

BNSF RAILWAY COMPANY, as Lessee

By:  \_\_\_\_\_  
Name: JOHN P LAVIGNE  
Title: EVP + CMO

STATE OF TEXAS )

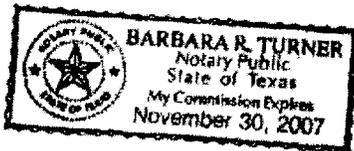
) SS:

COUNTY OF TARRANT )

On August 30, 2007, before me, Barbara R. Turner, Notary Public, personally appeared John P. Lanning, personally known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Barbara R. Turner



## SCHEDULE A

### Equipment

<u># Railcars</u>	<u>Reporting Marks</u>	<u>Casualty Marks</u>
327	CAGX 1006, 1014, 1018, 1019, 1021, 1022, 1024, 1025, 1029, 1030, 1032, 1033, 1034, 1035, 1045, 1051, 1053, 1054, 1057, 1061, 1063, 1064, 1065, 1072, 1077, 1079, 1086, 1088, 1091, 1093, 1100, 1102, 1104, 1110, 1112, 1116, 1123, 1124, 1128, 1133, 1136, 1137, 1140, 1144-1148, inclusive, 1153, 1154, 1157, 1161, 1165, 1174, 1178, 1188, 1190, 1193, 1199, 1206, 1210, 1216, 1217, 1225, 1231, 1243, 1245, 1251-1255, inclusive, 1258, 1262, 1265, 1270, 1273, 1275-1278, inclusive, 1282, 1283, 1284, 1288, 1292, 1297, 1303, 1306, 1312, 1315, 1317, 1318, 1320, 1332, 1335, 1338, 1340, 1346, 1349, 1351, 1352, 1354, 1355, 1357, 1360, 1363, 1365, 1367, 1371, 1373, 1379, 1381, 1389, 1390, 1398, 1405, 1407, 1418, 1423, 1428, 1430, 1432, 1438, 1441, 1446, 1450, 1452, 1453, 1457, 1460, 1462, 1463, 1464, 1466, 1469, 1472, 1476, 1482, 1483, 1486, 1489, 1490, 1491, 1493, 1495, 1499, 1502, 1503, 1505, 1508, 1509, 1510, 1513, 1514, 1521, 1524, 1526, 1530, 1531, 1532, 1537, 1539, 1540, 1548, 1549, 1550, 1556, 1557, 1560, 1565, 1566, 1575, 1576, 1583, 1588, 1600, 1601, 1604, 1612, 1614, 1618, 1620, 1622, 1623, 1625, 1627, 1630, 1631, 1634, 1640, 1642, 1643, 1645, 1646, 1647, 1649, 1655, 1656, 1665, 1667, 1671, 1674, 1679, 1680-1696, inclusive, 1698-1750, inclusive, 1752-1779, inclusive, 1781, 1783-1786, inclusive 1788, 1789, 1791-1795 inclusive, and 1797-1800.	CAGX 1062, 1364, 1400, 1421, 1422, 1654, 1668, 1676, 1730, and 1782.