

DONELAN, CLEARY, WOOD & MASER, P. C.

ATTORNEYS AND COUNSELORS AT LAW

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RECORDATION NO. 16537E FILED 1425

RECORDATION NO. 16537D FILED 1425

NOV 30 1989 -9 10 AM

NOV 30 1989 -9 10 AM

INTERSTATE COMMERCE COMMISSION

November 30, 1989

INTERSTATE COMMERCE COMMISSION

The Honorable Noreta R. McGee
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

9-331A001

Dear Secretary McGee:

Enclosed for recordation, under the provisions of 49 U.S.C. §11303(a) and the regulations thereunder, are the original and one counterpart each of (i) Lease Supplement No. 2, dated November 30, 1989, relating to the Lease of Railroad Equipment between Cargill, Incorporated, a Delaware corporation ("Lessee") and Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity, except as otherwise set forth in such document, but solely as Owner Trustee under the Trust Agreement referred to therein ("Lessor"), a primary document, dated as of September 15, 1989, recorded under Recordation No. 16537; and (ii) Loan and Security Agreement Supplement No. 2, dated November 30, 1989, relating to the Loan and Security Agreement between The Prudential Insurance Company of America, a New Jersey corporation ("Lender"), and Wilmington Trust Company, not in its individual capacity, except as otherwise set forth in such document, but solely as trustee under the Trust Agreement referred to therein ("Owner Trustee"), a primary document, dated as of September 15, 1989, recorded under Recordation No. 16537-B.

It is my understanding that the Recordation numbers to be assigned to these two new documents, as described in the preceding paragraph, will be: (i) 16537-D and (ii) 16537-E.

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

The Wilmington Trust Company
A. Cleary

Letter to Secretary McGee

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November 30, 1989

(i) Lease Supplement No. 2

LESSEE: Cargill, Incorporated
P.O. Box 9300
Minneapolis, MN 55440

LESSOR: Wilmington Trust Company
Rodney Square North
Wilmington, DE 19890

(ii) Loan and Security Agreement Supplement No. 2

LENDER: The Prudential Insurance Company
of America
c/o Prudential Capital Corporation
2930 Norwest Center
90 South Seventh Street
Minneapolis, MN 55402

OWNER

TRUSTEE: Wilmington Trust Company
Rodney Square North
Wilmington, DE 19890

A general description of the railroad equipment covered by the enclosed documents is attached hereto as Schedule 1.

The undersigned is the attorney-in-fact of Cargill, Incorporated, Wilmington Trust Company and The Prudential Insurance Company of America mentioned in the enclosed documents and has knowledge of the matters set forth therein.

Please return the original of the enclosed documents to John K. Maser III, Esq., Donelan, Cleary, Wood & Maser, P.C., Suite 850, 1275 K Street, N.W., Washington, D.C. 20005, or to the bearer hereof.

Letter to Secretary McGee

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November 30, 1989

Also enclosed is a remittance in the amount of \$30.00 for the required recording fees.

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

SECONDARY DOCUMENTS:

1. Lease Supplement No. 2, dated November 30, 1989, relating to the Lease of Railroad Equipment, dated as of September 15, 1989, recorded under Recordation No. 16537, between Cargill, Incorporated, a Delaware corporation, P.O. Box 9300, Minneapolis, Minnesota 55440 ("Lessee") and Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity, except as otherwise set forth in such document, but solely as Owner Trustee under the Trust Agreement referred to therein, Rodney Square North, Wilmington, Delaware 19890 ("Lessor"), relating to 94 Rail Tank Cars, Lessee Identification Nos. CRGX-4952, 4980, 4984, 4991, 4993-4994, 5002, 5006, 5010-5011, 5023-5025, 5027, 5031-5032, 5034, 5037, 5039, 5058, 5061-5062, 5070-5071, 5073, 5076, 5078-5083, 5085-5127, 5133, 5139, 5142-5143, 5154-5155, 5158, 5161, 5166-5176 (inclusive).
2. Loan and Security Agreement Supplement No. 2, dated November 30, 1989, relating to the Loan and Security Agreement, dated as of September 15, 1989, recorded under Recordation No. 16537-B, between The Prudential Insurance Company of America, a New Jersey corporation, c/o Prudential Capital Corporation, 2930 Norwest Center, 90 South Seventh Street, Minneapolis, Minnesota 55402 ("Lender") and Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity, except as otherwise set forth in such document, but solely as trustee under the Trust Agreement referred to therein, Rodney Square North, Wilmington, Delaware 19890 ("Owner Trustee"), relating to 94 Rail Tank Cars, Cargill, Incorporated Identification Nos. CRGX-4952, 4980, 4984, 4991, 4993-4994, 5002, 5006, 5010-5011, 5023-5025, 5027, 5031-5032, 5034, 5037, 5039, 5058, 5061-5062, 5070-5071,

Letter to Secretary McGee

Page 4

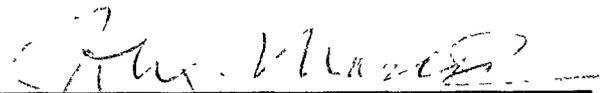
November 30, 1989

5073, 5076, 5078-5083, 5085-5127, 5133, 5139, 5142-5143, 5154-5155, 5158, 5161, 5166-5176 (inclusive).

Very truly yours,

CARGILL, INCORPORATED

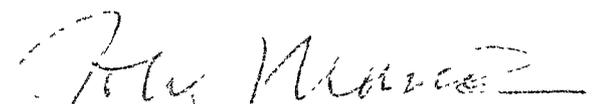
By:



John/K. Maser III
Attorney-in-Fact

THE PRUDENTIAL INSURANCE
COMPANY OF AMERICA

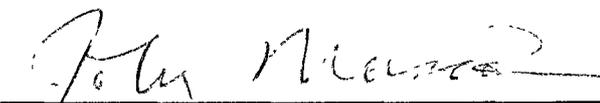
By:



John K. Maser III
Attorney-in-Fact

WILMINGTON TRUST COMPANY

By:



John/K. Maser III
Attorney-in-Fact

004/FS
Attachments

SCHEDULE 1

Description of Rail Cars

<u>Descriptions and Quantity</u>	<u>Manufacturer</u>	<u>Lessee's Identification Nos.</u>	<u>AAR Mechanical Description</u>	<u>DOT Specifications</u>	<u>Specifications</u>	<u>Price</u>
Corn Milling Cars 94	Trinity Industries, Inc.	CRGX-4952, 4980, 4984, 4991, 4993-4994, 5002, 5006, 5010-5011, 5023-5025, 5027, 5031-5032, 5034, 5037, 5039, 5058, 5061-5062, 5070-5071, 5073, 5076, 5078-5083, 5085-5127, 5133, 5139, 5142-5143, 5154-5155, 5158, 5161, 5166-5176 (inclusive).	T-104	111A100W-3	BO 8907	\$54,503.00

Interstate Commerce Commission
Washington, D.C. 20423

11/30/89

OFFICE OF THE SECRETARY

John K. Maser III
Donelan, Cleary, Wood & Maser
1275 K St. N.W. Suite 850
Washington, D.C. 20005

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 11/30/89 at 9:10am and assigned recordation number(s). 10537-D & 15537-E

Sincerely yours,



Noreta R. McGee
Secretary

Enclosure(s)

NOV 30 1989 -9 10 AM

INTERSTATE COMMERCE COMMISSION
SUPPLEMENT NO. 2 TO LOAN AND SECURITY AGREEMENT

This Supplement No. 2 is dated as of November 30, 1989, and is entered into by WILMINGTON TRUST COMPANY, not in its individual capacity but solely as trustee under that certain Trust Agreement, dated as of September 15, 1989, between State Street Bank and Trust Company and said trustee (the "Owner Trustee"), and The Prudential Insurance Company of America, a New Jersey corporation (the "Lender").

A. The Owner Trustee and the Lender have entered into a Loan and Security Agreement dated as of September 15, 1989 (as from time to time supplemented, the "Agreement").

B. Unless otherwise defined herein, the capitalized terms used herein are used with the respective meanings specified in the Agreement.

C. The Agreement contemplates the execution and delivery from time to time of Loan and Security Agreement Supplements substantially in the form hereof.

NOW, THEREFORE, TO SECURE THE PAYMENT of the principal of and interest on the Notes according to their tenor and effect and to secure the payment and performance of all other indebtedness which the Agreement by its terms secures and the performance and observance of all covenants, obligations and conditions contained in the Notes, the Agreement and the Participation Agreement, the Owner Trustee does hereby grant, bargain, sell, transfer, convey, warrant, mortgage, assign, pledge, hypothecate and create a continuing security interest unto the Lender, its successors and assigns, in and to all and singular of the Owner Trustee's properties, rights, interests and privileges in the Trust Estate and the proceeds thereof (whether now owned or hereafter acquired), except any Excepted Rights in Collateral, including, without limitation, the following:

(a) each of the Rail Cars described in Schedule A annexed hereto;

(b) all additional or substituted Rail Cars which hereafter may be subjected to the lien and security interest of the Agreement by operation thereof;

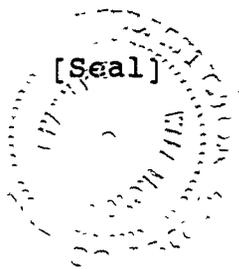
(c) all income, revenues, issues, profits and proceeds arising from or in connection with any of the foregoing;

(d) each Lease Supplement relating to such Rail Cars and all amounts payable thereunder.

TO HAVE AND TO HOLD the above-described Collateral unto the Lender, its successors and assigns, forever, upon the terms herein and in the Agreement set forth, for the benefit of the Lender, its successors and assigns.

This Supplement shall be construed in connection with and as a part of the Agreement, and all terms conditions and covenants contained in the Agreement, as hereby supplemented, shall remain in full force and effect.

This Supplement may be executed in any number of counterparts, each of which shall constitute an original but which, when taken together, shall constitute but one instrument.



WILMINGTON TRUST COMPANY,
not individually (except
as otherwise provided in the
Agreement), but solely in its
capacity as Owner Trustee
under the Trust Agreement

By 
Its Financial Services Officer

State of Delaware)
County of New Castle) ss.

On this _____, day of November, 1989, before me personally appeared James P. Lawler, to me personally known, who, being by me duly sworn, did say that he is a Financial Services Officer of Wilmington Trust Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

My Commission Expires: 4/20/91

THE PRUDENTIAL INSURANCE COMPANY
OF AMERICA

[Seal]

By _____
Its _____

This Supplement shall be construed in connection with and as a part of the Agreement, and all terms conditions and covenants contained in the Agreement, as hereby supplemented, shall remain in full force and effect.

This Supplement may be executed in any number of counterparts, each of which shall constitute an original but which, when taken together, shall constitute but one instrument.

[Seal]

WILMINGTON TRUST COMPANY,
not individually (except
as otherwise provided in the
Agreement), but solely in its
capacity as Owner Trustee
under the Trust Agreement

By _____
Its _____

State of _____)
County of _____) ss.

On this _____, day of November, 1989, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is a _____ of Wilmington Trust Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

My Commission Expires:

THE PRUDENTIAL INSURANCE COMPANY
OF AMERICA

By *Brown & Parkman*
Its Vice President and Counsel, NCHO

State of Minnesota)
) ss.
County of Hennepin)

On this 28th day of November, 1989, before me personally appeared Bruce A. Poulsen to me personally known, who, being by me duly sworn, did say that he is a Vice President and Counsel, NCHO, of The Prudential Insurance Company of America, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Thomas J. Shiek
Notary Public

My Commission Expires:

4-28-92



Description of Rail Cars

<u>Descriptions and Quantity</u>	<u>Manufacturer</u>	<u>Lessee's Identification Nos.</u>	<u>AAR Mechanical Description</u>	<u>DOT specifications</u>	<u>Specifications</u>	<u>Purchase Price</u>
Worn Milling Tank Cars - 94	Trinity Industries, Inc.	CRGX- 4952, 4980, 4984, 4991, 4993- 4994, 5002, 5006, 5010- 5011, 5023- 5025, 5027, 5031-5032, 5034, 5037, 5039, 5058, 5061-5062, 5070-5071, 5073, 5076, 5078-5083, 5085-5127, 5133, 5139, 5142-5143, 5154-5155, 5158, 5161, 5166-5176 (inclusive)	T-104	111A100W-3	BO 8907	\$54,503.00