

**AMENDMENT TO FI KANSAS
REMEDATION TRUST AGREEMENT**

This Amendment, dated as of May __, 2010, (the "Amendment") amends the FI Kansas Remediation Trust Agreement, and is made and entered into by and among SELS Administrative Services, L.L.C., a Missouri limited liability company, in its capacity as trustee of the FI Kansas Remediation Trust, the Kansas Department of Health and Environment, in its capacity as Primary Beneficiary, and Capitana Redevelopment Group, LLC, in its capacity as Residual Beneficiary. Unless otherwise defined herein, capitalized terms shall have the meanings given them in the Trust Agreement.

RECITALS

WHEREAS, on May 31, 2002 (the "Petition Date"), Farmland Industries, Inc. ("Farmland") and certain of its affiliates (collectively, "Debtors") filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Western District of Missouri, in a case entitled *In re Farmland Industries, Inc., et al.*, Case No. 02-50557-JWV.

WHEREAS, by an Order dated December 19, 2003, the Bankruptcy Court approved the Debtors' Joint Amended and Restated Plan of Reorganization, as modified (the "Plan"), which calls for liquidation of the Debtors' remaining assets through the FI Liquidating Trust (the "Liquidating Trust"). The Effective Date of the Plan was May 1, 2004.

WHEREAS, pursuant to the Plan, the FI Kansas Remediation Trust (the "Trust") was established to receive, hold and maintain custody of Farmland's properties located in South Hutchinson, Kansas, Topeka, Kansas, Wichita Kansas and Lawrence, Kansas (each, a "Trust Site" and collectively, the "Trust Sites"); to maintain, remediate and monitor the Trust Sites in accordance with the Remediation Plan and any Environmental Laws prior to any sale of such properties; and to receive, hold and maintain custody Trust Funds for the benefit of Kansas Department of Health and Environment ("KDHE"), as Primary Beneficiary, and FILT, as Residual Beneficiary, in accordance with the Plan and the FI Kansas Remediation Trust Agreement (the "Trust Agreement").

WHEREAS, SELS Administrative Services, L.L.C. ("Trustee") is the trustee for the Trust.

WHEREAS, the Liquidating Trust assigned its interest as residual beneficiary of the Trust to Capitana Redevelopment Group, LLC ("Capitana").

WHEREAS, in accordance with the Plan, Grantors transferred to the Trust cash and investment assets valued at \$10,279,560 as of the Effective Date as Remediation Funds for the benefit of the Beneficiaries to continue the maintenance, remediation, monitoring and/or disposition of each Trust Site identified on Schedule A to the Trust Agreement. Of the total Remediation Funds, \$6,985,255 was allocated to the Lawrence, Kansas Trust Site.

WHEREAS, on May 3, 2006, the Liquidating Trust transferred to the Trust \$8,462,640 in cash and investment assets, representing the Administrative Funds contributed to the Trust pursuant to Section 4.2(b) of the Trust Agreement. Of the total Administrative Funds, \$7,830,000 was allocated to the Lawrence, Kansas Trust Site.

WHEREAS, Section 1.1 of the Trust Agreement collectively defines the Remediation Funds and Administrative Funds as the Trust Fund.

WHEREAS, the Trustee has invested and reinvested the principle and income of the Trust Fund and kept the Trust Fund invested as a single fund, without distinction between principal and income, in accordance with generally accepted investment policies and guidelines, subject to the provisions of Section 6.4 of the Trust Agreement.

WHEREAS, the Trustee has kept an accounting of the portion of the Trust Fund allocated to the Lawrence, Kansas Trust Site.

WHEREAS, the Liquidating Trust terminated, effective May 1, 2009 and the Debtors' Bankruptcy Cases were closed pursuant to the Bankruptcy Court's order dated July 31, 2009.

WHEREAS, the Trustee has entered into an Asset Purchase and Sale Agreement dated May __, 2010 (the "**Sale Agreement**") with the City of Lawrence, Kansas (the "**City**"), which provides for the transfer of Lawrence, Kansas Trust Site and certain of the Trust Funds allocated to the Lawrence, Kansas Trust Site to the City in exchange for the City's agreement to assume responsibility for certain environmental liabilities associated with the Lawrence, Kansas Trust Site.

WHEREAS, the Trustee and the Beneficiaries of the Trust desire to amend the Trust Agreement in order to effectuate the transactions contemplated under the Sale Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Amendment to Trust Agreement.** The Trust Agreement is hereby amended to permit the Trustee to pay to the City the sum of \$8,500,000 from that portion of the Trust Fund allocated to the Lawrence, Kansas Trust Site, and to pay to Capitana the balance of that portion of the Trust Fund allocated to the Lawrence, Kansas Trust Site, less the sum of \$250,000 (the "**Holdback Amount**"), simultaneously with the closing of the transactions contemplated under the Sale Agreement. The Trust shall distribute to Capitana balance of the Holdback Amount after all third party invoices and Trust expenses relating to the Lawrence, Kansas Trust Site have been paid. Capitana releases any and all claim to the funds paid by the Trustee to the City in accordance with the Sale Agreement, and any and all claims is has or may have against the City relating to the Lawrence, Kansas Trust Site or Trust Funds allocated to the Lawrence, Kansas Trust Site.

After the closing of the transactions contemplated under the Sale Agreement, KDHE agrees that no Trust Funds (including Administrative Funds or Remediation Funds) or Trust Estate, other than those funds paid to the City under the Sale Agreement, shall be used, pledged or otherwise encumbered for the benefit of the Lawrence, Kansas Trust Site. Nothing in this

Amendment shall alter the rights, duties and obligations of the Trustee or the Beneficiaries under the Trust Agreement with respect to the Trust Sites other than the Lawrence, Kansas Trust Site or Trust Funds other than those funds paid by the Trustee to the City or Capitana under the Sale Agreement or this Amendment.

Nothing in this Amendment shall alter the rights, duties and obligations of the Trustee or the Beneficiaries under the Trust Agreement with respect to the Trust Sites other than the Lawrence, Kansas Trust Site or Trust Funds other than the Trust Funds allocated to the Lawrence, Kansas Trust Site.

2. **Indemnification.** Capitana shall indemnify, defend and hold harmless the Trust, SELS and their respective affiliates, direct and indirect, shareholders, directors and officers, employees and agents from and against any and all claims, causes of action, losses, liabilities, obligations or expenses of any kind or type to the extent arising or resulting from: (a) SELS's transfer of the Lawrence, Kansas Trust Site to the City, or SELS's transfer of Administrative Funds or Remediation Funds held by the Trust in connection with the Lawrence, Kansas Trust Site to the City or Capitana; and (b) enforcement of the indemnification rights hereunder.

3. **Interpretation.** As used in this Amendment, words in the singular include the plural and words in the plural include the singular. The descriptive headings and section references used in this Amendment are inserted for convenience only and neither shall affect the interpretation, construction of provisions, or the legal efficacy of this Amendment.

4. **Severability.** Should any provision of this Amendment be determined to be unenforceable, such determination shall in no way limit or affect the enforceability and operative effect of any and all other provisions of this Amendment or the Trust Agreement.

5. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall constitute an original, but such counterparts shall together constitute but one and the same instrument.

6. **Successors and Assigns.** The provisions of this Amendment shall be binding upon and inure to the benefit of the Trust, the Trustee, and the Beneficiaries and their respective successors and assigns, except that neither the Trust nor the Trustee may assign or otherwise transfer any of its rights or obligations under Amendment except as contemplated in Article 13 of the Trust Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the date set forth above.

TRUSTEE:

SELS ADMINISTRATIVE SERVICES, L.L.C.

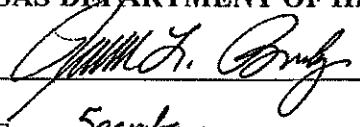
In its Capacity as Trustee of the FI Kansas Remediation Trust

BY: _____

TITLE: _____

PRIMARY BENEFICIARY:

KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT

BY: 

TITLE: Secretary

RESIDUAL BENEFICIARY:

CAPITANA REDEVELOPMENT, LLC

BY: _____

TITLE: _____