RECORDATION NO. 19084 A

DEC 7 1994 -10 30 AM

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, TO WIT:

I HEREBY CERTIFY that the attached Assignment of Lessor's Interest in Lease is a true and complete copy of said Assignment of Lessor's Interest in Lease.

WITNESS my hand and seal this 5th day of December, 1994.

Deborah J. Hooper
Notary Public

My Commission Expires: 7/27/98

RECORDATION NO. 19084 - A
FILED 1425
DEC 7 1994 10 30 AM
INTERSTATE COMMERCE COMMISSION

ASSIGNMENT OF LESSOR'S INTEREST IN LEASE

THIS ASSIGNMENT OF LESSOR'S INTEREST IN LEASE (this "Agreement") is made as of this 7th day of December, 1994 by NORRAIL, INC., a Minnesota corporation (the "Assignor"), in favor of THE FIRST NATIONAL BANK OF MARYLAND, a national banking association (the "Assignee").

RECITALS

A. The Assignor has entered into that certain Railcar Lease Agreement dated as of November 2, 1994 (the "Lease") between Assignor and Lauhoff Grain Company, Inc. (the "Lessee").

B. The Assignor has, pursuant to the Purchase and Sale Agreement of even date herewith, sold to the Assignee all of the Assignor's right, title and interest in and to the railcars which are described on Schedule A attached hereto and made a part hereof (the "Railcars").

C. In connection with such sale of the Railcars, Assignor desires to assign to the Assignee all of the Assignor's right, title and interest in and to the Lease.

AGREEMENTS

NOW, THEREFORE, in consideration of the premises and other valuable consideration, the receipt of which is hereby acknowledged, the Assignor hereby agrees with the Assignee as follows:

1. Assignment. The Assignor hereby assigns to the Assignee all of the Assignor's right, title and interest in and to the Lease.

2. Representations and Warranties. The Assignor hereby represents and warrants to the Assignee the following:

(a) to the best of the Assignor's knowledge there are no defaults or events of defaults under the Lease;

(b) the Lease is presently in full force and effect;

(c) no rent under the Lease has been paid in advance;

(d) the Assignor has not assigned, encumbered or transferred in any way its interest in the Lease; and

(e) a complete copy of the Lease is attached hereto as Exhibit A.

3. Additional Instruments. The Assignor shall execute and deliver such further instruments and take such actions as shall be reasonably required in order to carry out the transactions contemplated by this Agreement.

4. Miscellaneous Provisions.

(a) Entire Agreement. This Agreement comprises the complete understanding of the parties and there are no understandings, either written or oral, except as specifically set forth in this Agreement. No changes may be made in this Agreement unless specifically reduced to writing and accepted by both parties. All prior negotiations and understandings of the parties are deemed merged into this Agreement.

(b) Amendment and Waiver. This Agreement may be amended, or any portion of this Agreement may be waived, provided that such amendment or waiver shall be in writing, executed by the parties to which any particular provision specifically relates and all such amendments and waivers made shall be binding upon the parties. No course of dealing between or among any persons having any interest in this Agreement shall be deemed effective to modify, amend or discharge any part of this Agreement or any rights or obligations of any person under or by reason of this Agreement.

(c) Inurement to Benefit of Assigns. All of the terms and provisions of this Agreement shall be binding upon, apply and inure to the benefit of the parties, their respective successors and assigns.

(d) Severability. Each of the terms and provision of this Agreement, except for the payment of the purchase price to Seller, is and is deemed to be severable, in whole or in part, and, if any term or provision or their application in any circumstance should be invalid, illegal or unenforceable, the remaining terms and provisions or their application, to circumstances other than those as to which it is held invalid, illegal or unenforceable, shall not be affected and shall remain in full force and effect.

(e) Exhibits and Schedules. All exhibits and schedules attached to this Agreement are incorporated and made a part of this Agreement by reference.

(f) Paragraph Headings. All paragraph and subparagraph headings are for convenience only and do not in any way limit to construe the contents of the paragraphs.

(g) Rights and Remedies. All rights and remedies granted any of the parties under this Agreement shall be cumulative.

(h) Survival of Representatives and Warranties. All representations, warranties and indemnifications shall survive the closing of the transactions contemplated by this Agreement.

(i) Governing Law. The law of the State of Maryland shall govern all questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement.

(j) Construction. As used herein, any reference to the masculine, feminine or neuter gender shall include all genders, the plural shall include the singular, and the singular shall include the plural. This Agreement and all instruments executed to consummate the transactions contemplated shall be deemed to have been mutually negotiated, prepared and drafted, and in the event of its interpretation no consideration shall be given to the issue of which party prepared, drafted or requested any term, condition or agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Assignor has executed this Agreement under seal by its duly authorized officers as of the day and year first written above.

ATTEST:

JoAnn M. Pelinka

NORRAIL, INC.

By: Russell S. Adams (SEAL)
Name: Russell S. Adams
Title: Vice President - Sales

STATE OF MN, COUNTY OF WRIGHT, TO WIT:

I HEREBY CERTIFY, that on this 10th day of November, 1994, before me, the undersigned, a Notary Public of the State of MN, personally appeared Russell S. Adams, who acknowledged himself to be the VP - Sales of NorRail, Inc., a Minnesota corporation, known (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained as the duly authorized Vice President-Salesof said corporation by signing the name of the corporation by himself as Vice President-Sales.

AS WITNESS my hand and Notarial Seal.

JOANN M. PELINKA
NOTARY PUBLIC — MINNESOTA
MY COMMISSION EXPIRES
JANUARY 31, 2000

JoAnn M. Pelinka
Notary Public

(SEAL)

My Commission Expires: 1/31/2000

A:FN144004.ASG/Bungel/cmr

SCHEDULE A

DESCRIPTION OF RAILCARS

Fifty (50) ACF-built, 100 ton, 5250 cubic foot, covered hopper cars

Car Numbers and Marks:

NRLX 608	NRLX 642
NRLX 609	NRLX 643
NRLX 610	NRLX 644
NRLX 612	NRLX 645
NRLX 613	NRLX 646
NRLX 614	NRLX 647
NRLX 615	NRLX 648
NRLX 616	NRLX 649
NRLX 618	NRLX 650
NRLX 619	NRLX 651
NRLX 621	NRLX 652
NRLX 622	NRLX 653
NRLX 623	NRLX 654
NRLX 624	NRLX 655
NRLX 625	NRLX 656
NRLX 626	NRLX 657
NRLX 627	NRLX 658
NRLX 629	NRLX 659
NRLX 633	NRLX 660
NRLX 635	NRLX 661
NRLX 637	NRLX 662
NRLX 638	NRLX 663
NRLX 639	NRLX 664
NRLX 640	NRLX 665
NRLX 641	NRLX 666

Ex A

NORRAIL, INC.
RAILCAR LEASE AGREEMENT NO. 1578

THIS RAILCAR LEASE AGREEMENT ("Lease") is made as of November 2, 1994 between NORRAIL, INC., a Minnesota corporation ("Lessor") (as owner or agent for the owner of the Cars) and LAUHOFF GRAIN COMPANY,INC., an Illinois corporation ("Lessee").

WHEREAS, Lessor is the owner of, or agent for the owner of the railcars more particularly described on the attached Schedule A (the "Cars" or singularly, a "Car"); and

WHEREAS, Lessor desires to lease the Cars to Lessee upon the terms of this Lease and Lessee desires to lease and accept the Cars from Lessor upon the terms of this Lease.

NOW, THEREFORE, in consideration of the covenants, promises and undertakings of the parties hereto, as hereinafter set forth, the parties hereby agree as follows:

1. Lease of Cars.

(a) Grant of Lease. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the Cars.

(b) Schedules. The terms of any schedule attached hereto which shall have been signed by Lessor and Lessee (a "Schedule" or "Schedules") shall control as to the Cars covered by such Schedule over any inconsistent terms contained in this Lease.

2. Term.

(a) Commencement, Renewal and Expiration. This Lease with respect to any Car, and lessee's obligation to pay rent for such Car, shall commence on December 7, 1994. The base Lease term with respect to all Cars shall begin on January 1, 1995 and shall expire on December 31, 2004. The last day of the term is herein referred to as the "Expiration Date".

(b) Delivery. Each Car shall be deemed delivered to Lessee on December 7, 1994 (the "Delivery Date") at Cairo, Illinois.

(c) Acceptance. Each Car shall be deemed accepted if delivered to Lessee in a condition which meets the standards of the AAR Interchange Rules. Lessee shall execute and deliver to Lessor a delivery certifiate dated December 7, 1994 with respect to the Cars in form reasonably satisfactory to Lessor and Lessee. The specifications and marks for the Cars shall be set out on the Schedule "A" hereto describing such Cars.

3. Charges and AAR Agreements.

(a) Charges. From and after the delivery of the Cars, Lessee shall pay, and shall defend and indemnify Lessor against, all switching, transportation, freight (including freight charges to and from a repair facility), demurrage and other charges assessed by any railroad or other entity for which charges Lessee is responsible under this Lease with respect to such Car.

(b) AAR Agreements. Lessee agrees to abide by the Association of American Railroads ("AAR") Car Service and Car Hire Agreements with respect to the Cars.

4. Rent.

(a) Rent Payments. Lessee shall pay to Lessor interim rent for the Cars from December 7, 1994 through December 31, 1994 in the amount of Such rent shall be paid on December 7, 1994. Commencing with the base Lease term, Lessee shall pay to Lessor as monthly rent for each Car throughout the term of this Lease the sum of Such rent shall become due for each Car on January 1, 1995, and shall continue throughout the term, subject to Subsection 12(c), until such Car is redelivered to Lessor in accordance with the terms of this Lease. Lessee shall pay rent for the base Lease term monthly in advance on the first day of each month without any deduction or offset whatsoever. Rent for any partial months shall be prorated based upon the actual number of days elapsed and the actual number of days in the month. Rent for any renewal term shall be as provided in Section 18.

(b) Allowances. Subject to applicable laws and regulations, and unless an event of default hereunder by Lessee shall have occurred and be continuing, Lessee shall be entitled to a refund in an amount equal to allowances received by Lessor from railroads for the use of the Cars. In no event shall the aggregate amount of mileage refunded to Lessee with respect to any calendar year during the term of this Lease exceed the aggregate of all periodic rentals paid by Lessee during such year. All refunds of rent payable to Lessee shall be paid to Lessee by Lessor within thirty (30) days after the date Lessor has received payment of such car allowances from the railroads. All Cars bearing Lessor's private marks that are leased by Lessee from Lessor on the date such computation is made shall be combined into a single account. Lessor shall reasonably pursue or defend the payment of all allowances due on Cars or, at Lessor's option, shall assign to Lessee Lessor's right to do so.

(c) Allowance Administration. Lessee agrees, upon request by Lessor, to report promptly to Lessor each movement of the Cars to the extent that Lessee maintains such records in the ordinary course of business. Such report shall contain the date, car number, origin, destination and routing of the movement.

5. Net Lease. This Lease is a net lease and Lessee's obligation to pay all rent and other amounts payable hereunder shall be absolute and unconditional under any and all circumstances, it being the intention of the parties hereto that the rent and other amounts payable by Lessee hereunder shall continue to be payable in all events unless the obligation to pay the same shall not arise or shall be terminated pursuant to the provisions hereof.

6. Maintenance.

(a) Definitions. "Interchange Rules" mean collectively the Field Manual of the AAR Interchange Rules and the office Manual of the AAR Interchange Rules. References herein to the Interchange Rules provide performance standards and criteria for the condition of the Cars and their maintenance and repair. However, as between Lessor and Lessee, this Lease, not the Interchange Rules, governs who is responsible for performing and paying for maintenance and repairs.

(b) Maintenance By Lessee. (i) Lessee shall, at its expense, maintain each car in interchange condition according to Section 2(c), including renewal necessitated by repair to other portions of the Cars. If any part of any Car is removed, broken off or altered for any reason, or is missing, damaged, altered or replaced with a non-standard item, Lessee shall repair or replace it unless Lessor has approved it in writing or responsibility for such repair has been assumed in writing by a third party; (ii) if Lessee has applied any interior and/or exterior protective coating to the Cars, the application, maintenance, renewal and removal thereof shall be performed by Lessee at its expense; (iii) all maintenance, repairs and replacements performed by Lessee shall be performed in accordance with the Interchange Rules and the rules of any other applicable regulatory body; and (iv) whenever any Car is released for delivery to a repair facility for any reason, Lessee, at its sole expense, shall clean such Car so that it is empty and free from any residue.

7. Use of Cars.

(a) Corrosion and Similar Damage. Lessee shall use the Cars for the transportation of grain and grain byproducts and Lessee shall not use the Cars for any other purpose, including, without limitation, any use of the Cars for the loading or shipping of commodities which contain active or passive chemicals or physical properties which may result in damage or deterioration to the Cars, or to their linings, paint, coatings, sealants or similar items. Upon the initial delivery, Lessor warrants the Cars are free from corrosion. Lessee shall inspect the Cars after the first unloading and report any corrosion defects to Lessor in writing within fourteen (14) days thereafter. If, during the term of this Lease, any Car suffers corrosion or similar deterioration or damage due to any corrosive commodity placed or allowed to accumulate in

or on the Car during the term of this Lease, Lessee shall be liable for the cost of correcting such deterioration or damage at the time the Car is returned to Lessor. Such corrosion, deterioration or damage shall not be considered "normal wear and tear". Lessee shall not be responsible for deterioration due to normal wear and tear, including deterioration resulting from the transportation of grain and grain byproducts. Lessee agrees to defend, indemnify and hold harmless Lessor from any liability, losses, damages, injuries, claims, and demands and expenses, including reasonable attorney's fees and expenses, arising out of, or as a result of, the loading and/or shipping in the Cars of commodities which contain active or passive chemical or physical properties which may result in corrosion, deterioration or damage to the cars, their lining, paint, coatings, sealants, or similar items. Lessee shall insure that all commodities loaded in the Cars comply with the terms of this Lease and all applicable tariffs, laws, rules and regulations.

(b) Liability for Loss of Use of Cars and Damage to Commodities. Lessor is not liable for and Lessee hereby waives any claims against Lessor for any loss of, or damage to, commodities loaded or shipped in the Cars. Lessor is not liable for loss of use of any Car unless such loss of use of any Car is due to the negligence of Lessor; provided, however, after the gates are installed on the Cars and the Cars are delivered to Lessee in a condition which meets the standards of the AAR Interchange Rules, Lessor shall not be liable for loss of use of any Car.

8. Modifications.

(a) Consent to Modifications. Except for applying protective coatings referred to in Section 6, Lessee will not modify or alter the physical structure of any Car without Lessor's prior written consent; provided, however, that this shall not relieve Lessee of its maintenance obligations.

(b) Required Modifications. If any equipment or appliance on any Car is required to be changed or replaced or any additional equipment or appliance is required to be installed on any Car or any Car is required to be modified or altered, in each case in order to comply with changes to any applicable law, regulation, requirement or rule (a "Modification"), Lessor may elect to either (i) cancel this Lease, effective as of the date on which such Modification is required to be made, or (ii) make such Modification, pay the cost thereof, and increase the monthly rent. The amount of such monthly rent increase shall be an amount that will recover the cost of such Modification over its useful life using an implicit cost of capital of 1% over the Prime Rate announced by The First National Bank of Maryland (the "Prime Rate") in effect at the time such Modification is made. (To the extent the remaining lease term is shorter than such useful life, Lessee will only be paying increased rent though the end of the applicable Expiration Date.) If Lessor elects to terminate this Lease, Lessee may void such termination by paying Lessor the full cost of such

Modification and Lessee may remove such Modification upon the expiration of the Lease. Notwithstanding any other provision of this Lease, all Cars tendered to Lessee hereunder will be equipped with transponders and/or such other devices as may be necessary to implement those programs of electronic or automated equipment identification instituted by the AAR. If the Cars are not equipped with transponders or other devices for electronic or automated equipment identification at the time the Cars are tendered to Lessee, then Lessor at its sole expense (including the cost of moving Cars to or from repair or installation facilities), shall equip the Cars with such devices in a timely manner, as required by AAR. Replacement of, or repair to, such devices shall be the responsibility of the Lessor (including the cost of moving Cars to or from facilities at which such repair or replacement is performed), notwithstanding any other provision of this Lease.

9. Casualty Substitution.

(a) Casualty While Not in Lessee's Possession. If any Car is destroyed or damaged to the extent that the cost to repair such damage exceeds the Stipulated Loss Value ("SLV") as provided in Schedule B attached hereto and made a part hereof ("Damaged Beyond Repair") while not in the possession, custody or control of Lessee or Lessee's agent and such destruction or damage has been reported in accordance with the Interchange Rules, such Car will be removed from the rental calculations of this Lease on the date such Car was destroyed or Damaged Beyond Repair. Lessor shall be entitled to all casualty proceeds from the Car.

(b) Casualty While in Lessee's Possession. If any Car, while in the possession, custody or control of Lessee or Lessee's non-railroad agent, is destroyed or Damaged Beyond Repair, Lessee shall promptly notify Lessor in writing and remit to Lessor an amount equal to the SLV of such Car within thirty (30) days of receipt of an invoice from Lessor. Such Car shall remain subject to the terms of this Lease, including the rental terms, until the date on which Lessor has received an amount equal to the SLV of such Car.

(c) Substitution of Car. Subject to economic availability, Lessor may at its expense replace any Car that has been destroyed or Damaged Beyond Repair with equipment of similar age, type and capacity upon prior written notice to Lessee. Lessor may also, at its expense and upon prior written notice to Lessee, replace any Car, with equipment of similar age, type and capacity, that Lessor determines is uneconomic for Lessor to repair or maintain such Car. Notwithstanding anything herein to the contrary, Lessor may, at its sole expense and without undue interruption to Lessee's use of the Cars for any reason whatsoever upon written notice to Lessee, replace and substitute any Cars, with railcars of similar age, type and capacity and Lessee and Lessor shall execute new Schedules covering such new Railcars and subjecting them to the terms of this Lease. Any cars substituted

under this Section shall be subject to all provisions of this Lease as if delivered to Lessee at the commencement of this Lease.

10. Possession and Use.

(a) Compliance. Lessee agrees that while the Cars are in Lessee's possession, custody or control the Cars shall be used in compliance with all applicable laws, regulations and AAR rules.

(b) Marks to Show Ownership or Security Interests. Lessor, at its sole expense, may mark Cars to indicate the rights of Lessor or of any financing party. Lessee shall maintain such marks. Lessee shall not place any marking or lettering without the prior written consent of Lessor; except that Lessee may, without the consent of Lessor, board, placard or stencil the Cars with letters no larger than 2" high for the limited purpose of showing that the Cars are operated in Lessee's service.

(c) Lessee Liens. Lessee shall not directly or indirectly allow to exist encumbrances of any kind on or with regard to any Cars or this Lease arising by, through or under it except those created for the benefit of Lessor or any financing party. Lessee shall within five (5) days notify Lessor in writing if any such encumbrance arises and shall immediately at its expense cause it to be discharged and removed.

(d) Lessee agrees not to load any of the Cars in excess of the Load limit stenciled thereon.

11. Default.

(a) Events of Default. The occurrence of any of the following events shall be an Event of Default:

(i) The nonpayment by Lessee of any sum required herein to be paid by Lessee within ten (10) days after the date such payment is due;

(ii) The breach by Lessee of any other term or condition of this Lease which is not cured within thirty (30) days after receipt by Lessee of written notice from Lessor specifying such breach;

(iii) Lessee makes a general assignment for the benefit of creditors or fails to pay, or states that it is unable to pay, or is unable to pay its debts generally as they become due;

(iv) In the event that Lessee becomes the debtor in a Chapter 11 proceeding under the Bankruptcy Code, the failure of Lessee to assume this Lease within sixty (60) days of the commencement of the Chapter 11 proceeding; or

(v) Any action, event or existence of any condition the effect of which would be to materially impair Lessee's collective ability to perform its obligations under this Lease.

(b) Lessor Remedies. Upon the occurrence of any Event of Default, Lessor at its option may exercise any or all of the following rights and remedies and any additional rights and remedies permitted by law and shall be entitled to recover all its costs and expenses including reasonable attorneys' fees and expenses in enforcing its rights and remedies:

(i) Terminate this Lease and recover damages; and/or

(ii) Proceed by any lawful means to enforce performance by Lessee of this Lease and/or to recover damages for any breach thereof; and/or

(iii) Terminate this Lease by written notice, and retake the Cars and thereafter recover as liquidated damages (and not as a penalty), it being acknowledged by the parties that actual damages are difficult or impossible to estimate and that the following is a reasonable estimate of the probable loss, any and all costs and expenses of termination, retaking and reselling or re-leasing in addition to the present value (using a discount rate of two percent over the Prime Rate) of all rental for the unexpired balance of the Lease term then in effect unpaid as of said date of termination, reduced by the present value (using a discount rate of two percent over the Prime Rate) of the fair market rental value of the Cars for the unexpired balance of the Lease term as of said date if such Cars are re-leased by Lessor to a third party (such fair market rental value to equal zero for any Car not returned by Lessee). Lessor may sell the Cars at public or private sale, with or without notice, advertisement, or publication, as Lessor may determine, or otherwise dispose of, hold, use, operate, lease to others or keep idle the Cars as Lessor in its sole discretion may determine, all free and clear of any rights of Lessee and without any duty to account to Lessee with respect to such action or inaction or for any proceeds with respect thereto; or

(iv) Without terminating this Lease, repossess the Cars, but in the event the Cars are delivered to Lessor or are repossessed, Lessor shall use reasonable efforts to relet the same or any part thereof to others upon a reasonable rental and such other terms as it may see fit. The proceeds of any such reletting shall first be applied to the expenses of retaking, repairing (if necessary) and reletting of the Cars and delivery to the new lessee and then to the payment of rent due under this Lease. Lessee shall pay any deficiency

remaining due after so applying the proceeds as the same shall accrue. The election by Lessor to relet the Cars and the acceptance of a new lessee shall not operate to release Lessee from liability for any existing or future default in any other covenant or promise herein contained, including, without limitation, the obligation to pay rent.

The obligation to pay any deficiency or any sum or sums due and unpaid or any damages suffered by reason of Lessee's default hereunder shall survive the termination of this Lease and the retaking of the Cars. The remedies in this Lease shall not be deemed exclusive, but shall be cumulative and shall be in addition to all other remedies existing at law or in equity. In exercising its rights under this Section 11, Lessor shall take reasonable steps to mitigate its damages.

(c) Lessor Default. Lessor shall be in default under this Lease if Lessor fails to perform its obligations herein and such default shall continue for thirty (30) days after receipt by Lessor of written notice of such default. Lessee may exercise any right available to Lessee at law or in equity for such default by Lessor.

12. Expiration or Other Termination.

(a) Return of Cars. Upon the expiration or other termination of this Lease with respect to any Car, Lessee, at its expense, shall return such Car to Lessor at such shop, storage yard, terminal facility or other delivery point mutually agreed to by Lessor and Lessee (the "Return Location"); provided, however, that prior to such return, Lessor shall not have sold such Car, such Car shall not be returned to a salvage yard for scrap, and the markings on such Car shall not have been changed. Lessee will not be responsible for any demurrage, storage or other costs resulting from the inability of the Cars to be placed or accepted at the Return Location.

(b) Condition Upon Return.

(i) Except for normal wear and tear that is Lessor's responsibility under Section 6, each Car shall be returned to Lessor (A) in as good condition, order and repair as when delivered to Lessee; (B) in interchange condition in accordance with the standards set by the Interchange Rules and by any other applicable AAR and Federal Railroad Administration ("FRA") rules and regulations, interchange condition to include the replacement of missing materials; (C) free of Rule 95 damage; (D) in condition suitable for loading; (E) free of all accumulations or deposits from commodities; and (F) free of corrosion and any other commodity-related damage for which Lessee is responsible under this Lease. Any item that is damaged or worn beyond what is considered to be normal by the original component manufacturer shall be deemed

to have been damaged beyond normal wear and tear and shall be Lessee's responsibility. In addition, if Lessor has permitted Lessee to place any logos or special paint on any Car, Lessee shall have such logos or special paint removed.

(ii) Lessor may inspect any Car which is returned to it, within 14 days after written notice to Lessor that any Car(s) have been returned and Lessee shall be entitled to participate in any such inspection. Lessee shall be given a reasonable opportunity to correct any defects in the condition of the Car(s) for which Lessee is responsible. In the event Lessee does not correct any such defects at its sole cost within a reasonable time, Lessee agrees to pay Lessor, within thirty (30) days of receipt of an invoice, for all repairs, replacements and cleaning for which Lessee is responsible but which were performed by Lessor.

(c) Holdover Rent. Until any Car is returned to Lessor, Lessee shall continue to pay rent for such Car and Lessee shall make all other payments and perform all other obligations under this Lease as though the expiration or other termination had not occurred. Nothing in this Section shall give Lessee the right to retain possession of any Car after expiration or other termination of this Lease with respect to such Car.

13. Record Keeping. Lessee agrees to furnish Lessor promptly, at Lessor's request, with complete and accurate information reasonably requested by Lessor pertaining to the Cars, their movement, repairs and maintenance in accordance with AAR format.

14. Inspection; Financial Statements. Lessee shall permit Lessor reasonable access to Lessee's property during normal business hours to examine the Cars or Lessee's records relating to the Cars. Lessor shall provide Lessee at least seventy-two (72) hours prior notice of inspection. ~~Lessee shall, within one hundred twenty (120) days after the close of each of its fiscal years during the initial term and any renewal term of this Lease, provide Lessor with a Dun & Bradstreet report on Lessee with balance sheet information certified by management to be true and correct. Lessee shall furnish such financial statements to Lessor's lenders upon request.~~

15. Insurance. Lessee shall at its expense carry and maintain on the Cars while on Lessee's property or under Lessee's custody or control (i) all risk, physical loss and damage insurance in the amount per Car set forth on Schedule B attached hereto and incorporated herein, and (ii) public liability insurance in the amount not less than per occurrence. Insurance policies shall be in such amounts and as stated herein and against risk customarily insured against by Lessee. Lessee's policies shall name Lessor and any owner of the Cars and any lender holding a lien on such Cars as additional insured and Lessor and any such lender

shall be named as loss payees. Upon execution hereof, and annually thereafter, Lessee shall provide Lessor and any such lender with insurance certificates from Lessee's insurance carrier evidencing the insurance required hereunder.

16. Taxes. Lessee shall be liable for and shall defend and indemnify Lessor against, all taxes, duties or government impositions with respect to the Cars arising during the term of this Lease.

17. Indemnities.

(a) Lessee agrees to defend, indemnify and hold harmless Lessor from any and all claims, losses, damages, liabilities, costs and expenses (including reasonable attorney's fees and expenses) (collectively, "Damages") imposed upon, incurred by or asserted against Lessor arising out of Lessee's, its consignee's or shipper's use, lease, possession or operation of the Cars or out of the loading, unloading, storage, transportation, or movement of the contents of such Cars other than Damages caused by Lessor's negligence or defects in materials and workmanship incorporated into the Cars by Lessor or the manufacturer of the Cars. The indemnities contained in this Lease shall survive the expiration or termination of this Lease.

(b) Whenever, under this Lease, Lessee has any liability to defend, indemnify, or hold harmless Lessor from any claims, losses, damages, liabilities, costs, and expenses (including reasonable attorney's fees and expenses) (collectively "Damages") imposed upon, incurred by, or asserted against Lessor arising directly or indirectly out of Lessee's, its consignees, or shippers use, lease, possession or operation of the Cars or out of the loading, unloading, storage, transportation, or movement of the contents of such Cars, Lessor shall, within seventy-two (72) hours of receipt, furnish Lessee with any document, or with a written statement of any verbal communication received by Lessor, pertaining to such Damages, and Lessee shall be entitled, at its sole expense, to assume the legal defense, settlement, or the disposition of such Damages. In the event any Damages arise from the joint negligence of Lessee and Lessor or Lessor's agents, Lessee and Lessor shall bear proportionate responsibility for such Damages and for the expenses (including attorney's fees expenses) associated with such Damages.

18. Option to Renew. Provided that there is not then an Event of Default under this Lease, Lessee shall have the option to renew this Lease, at the expiration of the term of this Lease, with respect to all but not less than all of the Cars, on the terms and conditions of this Lease, for a negotiated renewal term of such period as may be mutually agreed upon by Lessor and Lessee at a periodic rent equal to the Fair Market Rental Value of the Cars determined at the time of renewal. If Lessee desires to exercise this option it shall give Lessor written notice of its intention to

exercise this option to renew at least two hundred forty (240) days and not more than three hundred sixty-five (365) days before expiration of the term of this Lease. Thereafter, Lessee shall engage in negotiations with Lessor to determine the periodic rent to be paid during the renewal term. Not less than one hundred eighty (180) days before expiration of the term of this Lease, Lessee shall give Lessor written notice of its election to renew on the terms mutually agreed upon during negotiations. Such election shall be effective with respect to all Cars leased under all Schedules. For purposes of this Section, "Fair Market Rental Value" shall be deemed to be an amount equal to the rental obtainable in an arms' length transaction between a willing and informed lessor and a willing and informed lessee under no compulsion to lease (and assuming that, as of the date of determination, the Car is in at least the condition required by Section 12 of this Lease). If prior to one hundred eighty (180) days before expiration of the term of this Lease, the parties are unable to agree on the Fair Market Rental Value of the Cars, then Lessee's option to renew this Lease shall terminate and Lessee shall return the Cars to Lessor at the expiration of this Lease pursuant to the terms of this Lease.

19. Miscellaneous.

(a) No Assignment without Lessor Consent. This Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns; PROVIDED, HOWEVER, THAT LESSEE MAY NOT WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR WHICH CONSENT WILL NOT BE UNREASONABLY WITHHELD, PLEDGE OR ASSIGN THIS LEASE OR ANY OF ITS RIGHTS OR OBLIGATIONS HEREUNDER. ANY PURPORTED ASSIGNMENT IN VIOLATION HEREOF SHALL BE VOID.

(b) Subleases. Lessee may sublease the Cars provided that: (i) Lessee shall notify Lessor of any sublease and the terms thereof other than any rental or compensation payable to Lessee as sublessor under such sublease; (ii) Lessee shall continue to remain liable to Lessor under this Lease; (iii) any sublease shall be subject and subordinate to this Lease and to the rights of the financing parties; (iv) such sublease shall provide that the Cars may be used only within the boundaries of the terms and conditions set forth herein.

(c) Assignment by Lessor. All rights and obligations of Lessor under this Lease, and Lessor's interest in the Cars and in the rents, may be assigned, pledged, or transferred in whole or in part with prior notice to Lessee.

(d) Additional Documents. Both parties agree to execute the documents contemplated by this transaction and such other documents as may be reasonably required in furtherance of any financing agreement entered into by Lessor or its assignees in

connection with the acquisition, financing or use of the Cars and as are mutually satisfactory to Lessor or its assigns and Lessee.

(e) Parties. The entities collectively referred to as Lessee expressly acknowledge and agree that they are jointly and severally liable for the payment of rent and performance of all obligations to be paid or performed by Lessee hereunder.

(f) No Waiver. No delay, waiver, indulgence or Partial exercise by Lessor of any right power, or remedy shall Preclude any further exercise thereof or the exercise of any Additional right, power or remedy.

(g) No Warranties. Lessor's obligations with respect to the Cars are expressly limited to those set forth in this Lease, and, except for the warranty contained in Section 7(a), LESSOR MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. LESSOR MAKES NO WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OF OTHERWISE, NOR SHALL LESSOR HAVE ANY LIABILITY FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS LEASE OR THE BREACH OF ANY WARRANTY OR OTHER PROVISION HEREUNDER BY LESSOR OR IN CONNECTION WITH THE LEASE, USE, POSSESSION OR OPERATION OF ANY OR ARISING BY REASON OF ANY IMPERFECTION OR DEFECT IN THE CARS, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED IN TORT OR IN CONTRACT.

(h) Notices. Any notices required or permitted to be given hereunder shall be deemed given when sent by telecopy with verification of transmission or telex or made in writing, deposited in United States mail, registered or certified, postage prepaid, addressed to:

Lessee: Lauhoff Grain Company, Inc.
321-511 East North
Danville, Illinois 61832
Attention: Al Scheeter
Fax Number: (217) 443-9829

Lessor: NorRail, Inc.
308 12th Avenue South
Buffalo, Minnesota 55313
Attention: Lee Strubel
Fax Number: (612) 682-2452

or to such other addresses as Lessor and Lessee may from time to time designate.

(i) Applicable Law. The terms of this Lease and all rights and obligations hereunder shall be governed by the laws of the State of Maryland without regard to Maryland's choice of law doctrine.

(j) Survival. The obligations of Lessor and Lessee to make any payments hereunder shall survive the expiration or other termination of this Lease.

(k) Entire Lease. This Lease and any Schedules attached hereto represent the entire agreement. This Lease may not be modified, altered, or amended, except by an agreement in writing signed by Lessor and Lessee.

(l) Counterparts. This Lease may be executed in any number of counterparts, and such counterparts together shall Constitute one contract.

(m) Binding Upon Parties. This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

SIGNATURES APPEAR ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

LAUHOFF GRAIN COMPANY, INC.

By: _____

Title: President

NORRAIL, INC.

By: _____

Title: V. P. Marketing

STATE OF Illinois)
) SS
COUNTY OF Vermilion)

On this 2nd day of November, 1994, before me appeared L. L. Struble, to me personally known, who, being by me duly sworn, did say that he is the V. P. Marketing of NORRAIL, INC., a Minnesota corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and said L. L. Struble acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year first above written.

_____
Notary Public

My Commission Expires: 8-21-98

OFFICIAL SEAL
BARBARA J. HALE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 8-21-98

STATE OF Illinois)
) SS
COUNTY OF Vermilion)

On this 2nd day of November, 1994, before me personally appeared Richard T. Pittelkow, to me personally known, who being by me duly sworn, says that (s)he is the President of LAUHOFF GRAIN COMPANY, INC., and 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: 8-21-98

OFFICIAL SEAL
BARBARA J. HALE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 8-21-98

A:FN144007.LSE/Bungel/cmr

RAILCAR LEASE AGREEMENT

SCHEDULE "A"

CAR INITIAL & NUMBER

NRLX 608	NRLX 642
NRLX 609	NRLX 643
NRLX 610	NRLX 644
NRLX 612	NRLX 645
NRLX 613	NRLX 646
NRLX 614	NRLX 647
NRLX 615	NRLX 648
NRLX 616	NRLX 649
NRLX 618	NRLX 650
NRLX 619	NRLX 651
NRLX 621	NRLX 652
NRLX 622	NRLX 653
NRLX 623	NRLX 654
NRLX 624	NRLX 655
NRLX 625	NRLX 656
NRLX 626	NRLX 657
NRLX 627	NRLX 658
NRLX 629	NRLX 659
NRLX 633	NRLX 660
NRLX 635	NRLX 661
NRLX 637	NRLX 662
NRLX 638	NRLX 663
NRLX 639	NRLX 664
NRLX 640	NRLX 665
NRLX 641	NRLX 666

SCHEDULE B

CASUALTY SETTLEMENT VALUE

Lease Period Ending	Settlement Amount Per Car
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	