

OSTER
Researching Services

12897 Colonial Dr. • Mt. Airy, Md. 21771
301-253-6040

0100460008

December 19, 1994

RECORDATION NO. 19014-B FILED 1425

DEC 19 1994 -9 55 AM

Mr. Vernon Williams
Secretary
Interstate Commerce Commission
Recordations Unit
12th & Constitution Avenue, N.W.
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed is a Bill of Sale dated 11/18/94 between the following parties:

Seller: NorRail, Inc.
308 12th Avenue South
Buffalo, MN 55313

Purchaser: FBS Business Finance Corporation
601 Second Avenue South
Minneapolis, MN 55402

The equipment includes 53 covered hoppers, NRLX 12301-12360, NI.

Please file this document as a supplemental agreement to ICC Recordation #19014. The filing fee of \$21 is enclosed. Thank you.

Sincerely,

Mary Ann Oster

Mary Ann Oster
Research Consultant

Enclosures

Mary Ann Oster

RECORDED
DEC 19 1994

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

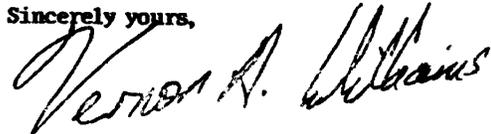
DECEMBER 19, 1994

MARY ANN OSTER
RESEARCH CONSULTANT
OSTER RESEARCHING SERVICES
12897 COLONIAL DRIVE
MT. AIRY MD 21771

Dear MS. OSTER:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/19/94 at 9:55AM, and assigned recordation number(s). 19014-B, 19014-C.

Sincerely yours,

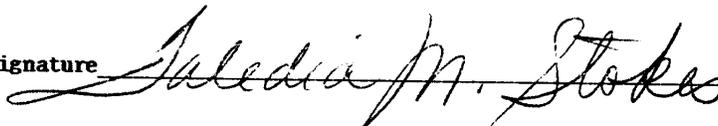


Vernon A. Williams
Secretary

Enclosure(s)

\$ 42.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



BILL OF SALE

DEC 19 1994 -9 55 AM

MINNESOTA COMMERCE COMMISSION

KNOW ALL PEOPLE BY THESE PRESENTS: that NORRAIL, INC., a Minnesota corporation (the "Seller"), in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration as agreed by the parties, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and assign to FBS BUSINESS FINANCE CORPORATION, a Delaware corporation (the "Purchaser"), all of Seller's right, title, and interest in certain items of railroad equipment described in Schedule A hereto (the "Equipment").

TO HAVE AND TO HOLD the Equipment unto Purchaser, its successors and assigns, forever.

Seller, on its own behalf, and on behalf of its successors and assigns, does hereby covenant, warrant, represent to, and agree with Purchaser (i) that it is the lawful owner of the Equipment; (ii) that the Equipment is free and clear of all claims, liens, charges, encumbrances, and security interests; (iii) that it has the full right and authority to sell and transfer the Equipment to Purchaser; (iv) that the within sale and transfer of the Equipment to Purchaser, separately and on a combined basis, does not violate any contract, agreement, or other instrument to which Seller is party or by which Seller or the Equipment are bound, nor any provision of applicable law, and that all preconditions thereto have been fully complied with and performed by or on behalf of Seller. Seller hereby further covenants and binds itself, its successors, and assigns, against every person or entity claiming or laying claim to the Equipment or any right thereof and to defend, hold harmless, and indemnify Purchaser, its successors and assigns, from and against any and all losses, damages, and expenses (including reasonable attorneys' fees for defense thereof, or for enforcement of this covenant) resulting or arising from the assertion of any such claim or cause of action against Purchaser, its successors and assigns, or against the Equipment or any item or part thereof, except as so subject.

Seller agrees that at any time and from time to time, upon the written request of Purchaser, Seller will promptly and duly execute and deliver or cause to be executed and delivered on its behalf any and all such further instruments and documents and take such further action as Purchaser may reasonably request in order to obtain the full benefits of this Bill of Sale and of the rights and powers herein granted.

IN WITNESS WHEREOF, Seller has executed these presents as of the 18 day of November, 1994.

NORRAIL, INC.
By Russell J. Adams
Its VICE PRESIDENT SALES

STATE OF MINNESOTA

COUNTY OF Wright

On this 18th day of November, 1994, before me personally came Russell S. Adams, to me known, who, being by me duly sworn, did depose and say that he/she is the Vice President Sales of NORRAIL, INC., a Minnesota corporation, and he/she acknowledged to me that he/she executed the foregoing document on behalf of said corporation by order of its Board of Directors and that such document was the free act and deed of said corporation.

Witness my hand and official seal.



Joann M. Pelinka
Notary Public in and for said State

My commission expires:

1/31/2000

SCHEDULE "A"

This Schedule "A" is attached to and made a part of that **Schedule to Lease Agreement**, No. 1024561.002, dated the 1st day of November, 1994, between **HARVEST STATES COOPERATIVES**, as Lessee and **FBS Business Finance Corporation**, as Lessor.

Equipment Location 1667 Snelling Avenue, St. Paul, MN 55164

Vendor NorRail, Inc., 308 12th Avenue South, Buffalo, MN 55313

<u>QUANTITY</u>	<u>DESCRIPTION</u>
53	4750 CU. FT. COVERED HOPPERS
	NRLX 12301 NRLX 12317 NRLX 12333 NRLX 12349
	NRLX 12303 NRLX 12318 NRLX 12334 NRLX 12350
	NRLX 12304 NRLX 12319 NRLX 12335 NRLX 12351
	NRLX 12305 NRLX 12320 NRLX 12336 NRLX 12352
	NRLX 12306 NRLX 12321 NRLX 12337 NRLX 12353
	NRLX 12307 NRLX 12322 NRLX 12340 NRLX 12354
	NRLX 12308 NRLX 12323 NRLX 12341 NRLX 12355
	NRLX 12310 NRLX 12324 NRLX 12342 NRLX 12356
	NRLX 12311 NRLX 12325 NRLX 12343 NRLX 12358
	NRLX 12312 NRLX 12326 NRLX 12344 NRLX 12359
	NRLX 12313 NRLX 12327 NRLX 12345 NRLX 12360
	NRLX 12314 NRLX 12328 NRLX 12346
	NRLX 12315 NRLX 12329 NRLX 12347
	NRLX 12316 NRLX 12330 NRLX 12348