

**OSTER**  
**Researching Services**

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

April 24, 1995

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

Dear Mr. Williams:

Enclosed for filing with the Interstate Commerce Commission, Recordations Unit, is Schedule 004, dated December 9, 1994, to the Rail Car Lease Agreement dated September 30, 1994, between FBS Business Finance Corporation and Harvest States Cooperative, ICC Recordation #19014.

The equipment involved in this transaction includes 51 Covered Hoppers further described on Schedule A to the agreement.

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

Sincerely,

*Mary Ann Oster*

Mary Ann Oster  
Research Consultant

Enclosures

19014-F

*Accountants - Mary Ann Oster*



**FBS Leasing**

19014-F

SCHEDULE TO LEASE AGREEMENT  
(EQUIPMENT)  
FBS BUSINESS FINANCE CORPORATION — Lessor  
LEASING DIVISION  
601 Second Avenue South, MPFP0904, Minneapolis, Minnesota 55402-4302  
PHONE (612) 973-0939

LESSEE: **HARVEST STATES COOPERATIVES** LESSEE NO: **1024561** SCHEDULE NO. **004**

EQUIPMENT

See Schedule "A" attached hereto and made a part hereof.

Lessor and Lessee agree that, with respect to all Equipment leased by Lessee pursuant to this Schedule No. 004, they will set forth their agreements relating to the amount and payment of rent and Stipulated Loss Values in a separate rent agreement dated as of December 9, 1994 (the "Rent Agreement") entered into contemporaneously with this Schedule. Accordingly, Lessor and Lessee hereby agree that the following terms shall be as defined in the Rent Agreement and shall be deemed incorporated by reference in this Schedule with the same force and effect as if set forth in full herein: Total Cost of Equipment, Initial Term of Lease, Rent Payment Due Date, Total Number of Rent Payments and Stipulated Loss Values. In addition, Lessor and Lessee agree that and other terms and conditions set forth in the Rent Agreement shall be deemed to be incorporated herein by referenced with the same force and effect as if set forth in full herein.

Rent Payments shall commence upon Lessee's acceptance of the Equipment and shall be made on each Rent Payment Due Date thereafter until the Total Number of Rent Payments has been made.

Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the Equipment described above on the terms and conditions set forth above and pursuant to and subject to all terms and conditions of the Lease Agreement between Lessor and Lessee dated **September 30, 1994**.

ACCEPTED

DATED AS OF: December 9, 1994

**FBS BUSINESS FINANCE CORPORATION**  
(LESSOR)

**HARVEST STATES COOPERATIVES**  
(NAME OF LESSEE)

By Deborah J. Eckert  
(Signature)  
Title Assistant Vice President

By M. L. [Signature]  
(Signature)  
Title Senior Vice President

And By \_\_\_\_\_  
(Signature)

And By \_\_\_\_\_  
(Signature)

Title \_\_\_\_\_

Title \_\_\_\_\_

**SCHEDULE "A"**

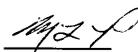
This Schedule "A" is attached to and made a part of that **Schedule to Lease Agreement**, No. 1024561.004, dated the 9th day of December, 1994, between **HARVEST STATES COOPERATIVES**, as Lessee and **FBS Business Finance Corporation**, as Lessor.

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**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>	<u>EQUIPMENT DESCRIPTION</u>		
51	4750 CU. FT. COVERED HOPPERS			
		NRLX 90105	NRLX 90123	NRLX 90140
		NRLX 90106	NRLX 90124	NRLX 90141
		NRLX 90107	NRLX 90125	NRLX 90142
		NRLX 90108	NRLX 90126	NRLX 90143
		NRLX 90109	NRLX 90127	NRLX 90144
		NRLX 90110	NRLX 90128	NRLX 90145
		NRLX 90111	NRLX 90129	NRLX 90146
		NRLX 90113	NRLX 90130	NRLX 90147
		NRLX 90114	NRLX 90131	NRLX 90148
		NRLX 90115	NRLX 90132	NRLX 90149
		NRLX 90116	NRLX 90133	NRLX 90150
		NRLX 90117	NRLX 90134	NRLX 90151
		NRLX 90118	NRLX 90135	NRLX 90152
		NRLX 90119	NRLX 90136	NRLX 90153
		NRLX 90120	NRLX 90137	NRLX 90154
		NRLX 90121	NRLX 90138	NRLX 90155
		NRLX 90122	NRLX 90139	NRLX 12309

Please Initial 

STATE OF MINNESOTA

COUNTY OF RAMSEY

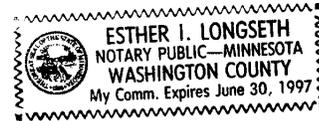
On this 9th day of December, 1994, before me personally came Mark L. Palmquist, to me known, who, being by me duly sworn, did depose and say that he/she is the Senior Vice President of Harvest States Cooperatives, a Minnesota corporation, and he/she acknowledged to me that he/she executed the foregoing 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.

Esther I. Longseth  
Notary Public in and for said State

My commission expires:

June 30, 1997



STATE OF MINNESOTA

COUNTY OF Hennepin

On this 17th day of April, 1995, before me personally came Deborah G. Eckert, to me known, who, being by me duly sworn, did depose and say that he/she is the Asst Vice President of North, 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.

Delaware

Witness my hand and official seal.

FBS Business Finance Corporation

Cheryl Van Brunt  
Notary Public in and for said State

My commission expires:

1/31/2000

