

Firststar Small Business Center

19630
1995 3 20 PM

RECORDED
OCT 31 1995
MAY 3 3 51 PM '95

Leslie A. Grenzow
Assistant Vice
President

October 30, 1995

Dennis J. Haefler
Senior Business
Banking Officer

Mr. Vernon Williams, Secretary
Interstate Commerce Commission
12th and Constitution Av., NW
Room 2311
Washington D.C. 20423

Marit L. Brunzell
Senior Business
Banking Officer

Documents for Recordation

Dear Secretary,

Karla J. Hofbauer
Business Depository
Specialist

I have enclosed an original and one counterpart of the document described below to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

Jeffrey B. Larson
Business Banking
Assistant

This document is a chattel security agreement, a primary document dated October 30, 1995.

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

Heather Hemberger
Business Banking
Assistant

Creditor:
Firststar Bank Madison N.A.
1 S. Pinckney St.
PO Box 7900
Madison, WI 53707

Debtor:
Glacier State Distribution Services, Inc.
2428 Dickey Road
Brodhead, WI 53520

Deedra G. Atkinson
Vice President and
Branch Manager

A description of the equipment covered by the document follows:

West Towne Office
608/833-5000
608/833-9505 Fax

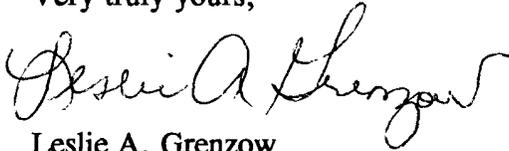
40 - 4,000 cubic foot, 100 ton Covered Hopper Cars
registration numbers: GLSX 4001 through GLSX 4040

A fee of \$21.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to: Firststar Bank Madison, N.A.; Attn. Leslie Grenzow; PO Box 7900; Madison, WI 53707.

Page (2)
Interstate Commerce Commission
October 30, 1995

A short summary of the document to appear in the Index follows: Chattel security agreement on 40 covered hopper rail cars executed by Firststar Bank Madison, N.A. (Bank) and Glacier State Distribution Services, Inc. (debtor).

Very truly yours,

A handwritten signature in cursive script, appearing to read "Leslie A. Grenzow".

Leslie A. Grenzow
Assistant Vice President
Firststar Bank Madison, N.A.
(800) 236-1947 X6012



Interstate Commerce Commission
Washington, D.C. 20423-0001

11/6/95

Office Of The Secretary

Leslie Grenzow
Firststar Bank Madison, NA
P. O. Box 7900
Madison, WI., 53707

Dear

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 11/6/95 at 3:55PM , and assigned recordation number(s). 19690.

Sincerely yours,

Vernon A. Williams
Secretary

Enclosure(s)

(0100843122)

\$ 21.00 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

410 (2/27/87)

Wisconsin Bankers Association 1987

CHATTEL SECURITY AGREEMENT

Business equipment and fixtures (and consumer goods and fixtures, and farm equipment and fixtures, if amount financed exceeds \$25,000), but NOT farm products (Use only for loans (1) to organizations, or (2) primarily for a business purpose, or (3) when the amount financed exceeds \$25,000) (Revised For Wisconsin Marital Property Act)

Prepared and intended for use by commercial banks in transactions governed by Wisconsin law

1995 10 26 PM

1. CREATION OF SECURITY INTEREST

The undersigned ("Debtor", whether one or more), grants to Firststar Bank Madison, N.A. ("Secured Party") a security interest in the property, wherever located, described in Section 2 ("Collateral") to secure all debts, obligations and liabilities of any Debtor to Secured Party arising out of credit previously granted, credit contemporaneously granted or credit granted in the future by Secured Party to any Debtor, to any Debtor and another, or to another guaranteed or indorsed by any Debtor ("Obligations").

2. DESCRIPTION OF COLLATERAL

Table with columns: Make, Model, Year, Serial No. or Identification No., Other Reasonable Identification, and a checkbox for 'If Checked here, description continues on attached sheet.'

40 4,000 cubic foot, 100 ton, Covered Hopper Rail Cars with car numbers:

Table listing rail car numbers: GLSX 4001 through GLSX 4040.

and all accessions to, and spare and repair parts, special tools and equipment and replacements for, and all proceeds of the foregoing, and if checked here, all equipment of the same type or kind hereafter acquired by Debtor, and its proceeds.

If applicable, titled or to be titled in name of Glacier State Distribution Services, Inc.

3. WARRANTIES

Debtor warrants:

- (a) OWNERSHIP -- Debtor owns (or with spouse owns) the Collateral... (b) USE AND ADDRESS -- The Collateral is used or bought for use primarily for the purpose checked below: [] Personal, family or household purposes... [X] Business... (c) LOCATION OF COLLATERAL -- The Collateral will be kept at the address opposite Debtor's signature or, if not, at:

Form fields for ADDRESS AND STREET, CITY OR TOWN, COUNTY, STATE

and such location shall not be changed without the prior written consent of Secured Party, but the parties intend that the Collateral, wherever located, is covered by this Agreement.

(d) FIXTURES -- If the Collateral is to be attached to real estate, the legal description of such real estate is:

(e) CHANGE OF NAME OR ADDRESS -- Debtor shall immediately advise Secured Party in writing of any change in name or address.

4. PERSONS BOUND

The obligations of all Debtors under this Agreement are joint and several. This Agreement benefits Secured Party, its successors and assigns, and binds Debtor(s) and their respective heirs, personal representatives, successors and assigns.

5. OTHER PROVISIONS

THIS AGREEMENT INCLUDES ALL THE PROVISIONS ON THE REVERSE SIDE.

Signed and Sealed on October 26, 19 95. Glacier State Distribution Services, Inc.

[Signature] (SEAL) DEBTOR

Address: 2428 Dickey Road SEE SECTIONS 3 (d) and (e) * Steven C. Herr, President

Brodhead, Wisconsin 53520 (SEAL) DEBTOR

County: Rock

Corporate Form of Acknowledgment

State of Wisconsin
County of Dane

On this 30th day of October 1995 before me personally appeared Steven C. Herr, to me personally known, who being by me duly sworn, says that he is the President of Glacier State Distribution Services, Inc., 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.

(SEAL)


Signature of Notary Public

My commission expires February 6, 1998

No Corporate Seal

The first part of the report deals with the general situation in the country. It is noted that the economy is still in a state of depression, and that the government is facing a serious financial crisis. The report then discusses the various measures that have been taken to deal with the situation, and the results of these measures. It is concluded that the situation is still very serious, and that further action is needed.

The second part of the report deals with the situation in the various provinces. It is noted that the situation is generally similar in all provinces, with a severe shortage of food and other necessities. The report then discusses the measures that have been taken in each province, and the results of these measures. It is concluded that the situation is still very serious, and that further action is needed.

The third part of the report deals with the situation in the various cities. It is noted that the situation is generally similar in all cities, with a severe shortage of food and other necessities. The report then discusses the measures that have been taken in each city, and the results of these measures. It is concluded that the situation is still very serious, and that further action is needed.

The fourth part of the report deals with the situation in the various districts. It is noted that the situation is generally similar in all districts, with a severe shortage of food and other necessities. The report then discusses the measures that have been taken in each district, and the results of these measures. It is concluded that the situation is still very serious, and that further action is needed.

The fifth part of the report deals with the situation in the various villages. It is noted that the situation is generally similar in all villages, with a severe shortage of food and other necessities. The report then discusses the measures that have been taken in each village, and the results of these measures. It is concluded that the situation is still very serious, and that further action is needed.

The report concludes that the situation in the country is still very serious, and that further action is needed. It is recommended that the government should take the following measures: