

**UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF MISSOURI**

<b>In Re:</b>	)	<b>In Proceedings Under</b>
<b>Chapter 11</b>		
<b>FARMLAND INDUSTRIES, INC., et al.</b>	)	<b>Case Nos. 02-50557</b>
	)	<b>Jointly Administered</b>
<b>Debtor.</b>	)	
	)	

**AGREED ORDER APPROVING DEBTOR’S REJECTION OF UNEXPIRED LEASE  
WITH TRANSAMERICA EQUIPMENT FINANCIAL SERVICES CORPORATION,  
PURSUANT TO 11 U.S.C. §365(a)**

This matter having come before this Court upon the Debtor’s Motion For Order Approving Rejection Of That Certain Unexpired Lease with TransAmerica Equipment Financial Services Corporation, Pursuant to 11 U.S.C. §365(a) (the “Motion”), and the Court finding that the Debtor’s rejection of the Lease as set forth and defined in the Motion is an appropriate exercise of the Debtor’s business judgment and should be approved.

**IT IS HEREBY ORDERED THAT:**

1. Subject to the terms of the agreement by and between Debtor and TransAmerica Equipment Financial Services Corporation (“TEFS”) as set forth in this Agreed Order, the Debtor’s rejection of the Lease described in the Motion should be and hereby is APPROVED pursuant to 11 U.S.C. §365(a).

2. The Debtor shall continue to pay monthly rental payments (the first such monthly rental payment following the entry of this Agreed Order becoming due and payable on February 25, 2003) pursuant to the terms of that certain Agreement of Lease dated November 9, 1993 by and between TEFS, as successor in interest to First Fleet Corporation, and Debtor Farmland Industries, covering certain tank trailers (the “Equipment”) and Schedule J relating thereto (as more fully set forth in the Motion, the “Lease”) until such time as the Equipment is delivered pursuant to paragraph 3 hereof. Further, the Debtor shall continue to insure the Equipment pursuant to the terms of the Lease.

3. TEFS is entitled to immediate possession of the Equipment. However, with the consent of Debtor, TEFS has engaged in negotiations and communications with third parties for the purchase and sale of the Equipment in an effort to minimize the damages incurred by TEFS as a result of the rejection set forth in the Motion and herein. As a result, the Debtor shall, as soon as practicable following the entry of this Agreed Order, deliver possession of the Equipment to Transamerica, or such other party as TEFS shall designate in writing to Debtor.

4. All rights of the Debtor are deemed abandoned as to the Equipment upon delivery of possession of the Equipment as set forth in paragraph 3 hereof.

5. Counsel for the Debtor is directed to serve copies of this Agreed Order pursuant to Standing Order No. 1.

6. This Court hereby retains jurisdiction over the parties to implement, interpret,

clarify and enforce the terms and provisions of this Agreed Order whether or not plans of reorganization are confirmed with respect to the any or all of the Debtor.

Dated: February 27, 2003

/s/ Jerry W. Venters  
UNITED STATES BANKRUPTCY JUDGE

Approved as to form and Order Submitted by:

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- AND -

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cc: Frazen to Serve