

*Counter parts - J.L.H.*

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URBAN A. LESTER

RECORDATION NO. 21457 FILED *primary*

June 8, 1998

JUN 8 '98 3-10 PM

RECORDATION NO. 21457-A FILED

JUN 8 '98 3-10 PM

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

RECORDATION  
SURFACE TRANSPORTATION  
BOARD  
JUN 8 3 17 PM '98

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are three (3) copies of a Memorandum of Master Equipment Lease Agreement, dated as of June 1, 1998, a primary document as defined in the Board's Rules for the Recordation of Documents and two (2) copies of a Memorandum of Assignment and Bill of Sale, a secondary document related thereto.

The names and addresses of the parties to the enclosed documents are:

Lease Agreement

Lessor: Fleet Capital Corporation  
50 Kennedy Plaza  
5<sup>th</sup> Floor  
Providence, Rhode Island 02903

Lessee: Minnesota Corn Processors  
901 North Highway 59  
Marshall, Minnesota 56258

Mr. Vernon A. Williams  
June 8, 1998  
Page 2

Assignment and Bill of Sale

Assignor: Fleet Capital Corporation  
50 Kennedy Plaza  
5<sup>th</sup> Floor  
Providence, Rhode Island 02903

Assignee: MetLife Capital Corporation  
10900 NE 4<sup>th</sup> Street  
Bellevue, WA 98004

A description of the railroad equipment covered by the enclosed documents is:

one hundred (100) railcars bearing DMIX reporting marks and road numbers within the series 191056 through 191207

Also enclosed is a check in the amount of \$52.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed documents to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/bg  
Enclosures



50 Kennedy Plaza; 5th Floor  
Providence, Rhode Island 02903-2305

**FILED AND RECORDED**

on: \_\_\_\_\_  
at: \_\_\_\_\_  
and given Recordation No.: \_\_\_\_\_

**MEMORANDUM OF MASTER EQUIPMENT LEASE AGREEMENT** dated as of June 1, 1998 by and between Fleet Capital Corporation, a Rhode Island corporation ("Lessor") and Minnesota Corn Processors, Inc., a Minnesota corporation ("Lessee"), as such agreement related to Lease Schedule No. 31818-20 thereof (together, the "Lease").

**WITNESSETH:**

1. Pursuant to the Lease, Lessor has agreed to lease to Lessee, and the Lessee has agreed to lease from the Lessor, one hundred (100) 19,636 Gallon, 116-1/4 ID, Coiled & Insulated Railroad Tank Cars, AAR211A100W1 Model #36-176-6  
Railcars bearing the Reporting Marks/Running Numbers set forth on the Schedule A attached hereto.

2. The Lease shall be effective as of the date set forth below and shall be subject to the Lease Term, as defined in the Lease.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Memorandum of Master Equipment Lease Agreement to be signed and sealed by their respective duly authorized signatories as of the date set forth below.

Dated as of: \_\_\_\_\_

Lessor:  
**Fleet Capital Corporation**  
By: David R. Cournoyer  
Name: **DAVID R. COURNOYER**  
Title: **Vice President/Sr. Lender**

Lessee:  
**Minnesota Corn Processors, Inc.**  
By: L. Dan Thompson  
Name: L. Dan Thompson  
Title: President



SCHEDULE A EQUIPMENT

Attached hereto and made part of the following documents: Memorandum of Master Equipment Lease Agreement

With: Minnesota Corn Processors, Inc.

Qty.	Manufacturer, Description	Running No.
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Depreciable Life of the Equipment is 7 years

Locations #1 & 2

Vendor: Trinity Industries, Inc.  
Invoice: 858867 Dated: May 29, 1998

100	19,636 Gallon, 116-1/4 ID, Coiled & Insulated Railroad Tank Cars. AAR211A100W1, Model No. 36-176-6 Reporting Marks: DMIX	191056, 191068, 191082, 191086 191096, 191099, 191101, 191102 191106, 191108, 191110, 191111, 191112, 191113, 191114, 191115 191116, 191117, 191118, 191119 191120, 191121, 191122, 191123, 191124, 191125, 191126, 191127, 191128, 191129, 191130, 191131, 191132, 191133, 191134, 191135, 191136, 191137, 191138, 191139, 191140, 191141, 191142, 191143, 191144, 191145, 191146, 191147, 191148, 191149, 191150, 191151, 191152, 191153, 191154, 191155, 191156, 191157, 191158, 191159, 191160, 191161, 191162, 191163, 191164, 191165, 191166, 191167, 191168, 191169, 191170, 191171, 191172, 191173, 191174, 191175, 191176, 191177, 191178, 191179, 191180, 191181, 191182, 191183, 191184, 191185, 191186, 191187, 191188, 191189, 191190, 191191, 191192, 191193, 191194, 191195, 191196, 191197, 191198, 191207
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**SCHEDULE A EQUIPMENT**

Attached hereto and made part of the following documents: Memorandum of Master Lease Agreement

With: Minnesota Corn Processors, Inc.

Qty.	Manufacturer, Description	Running No.
------	---------------------------	-------------

WITH ALL STANDARD AND ACCESSORY EQUIPMENT

**FLEET CAPITAL CORPORATION**

By: David R. Cournoyer

Name: **DAVID R. COURNOYER**

Title: Vice President/Sr. Lender

**MINNESOTA CORN PROCESSORS, INC.**

By: L. Dan Thompson

Name: L. DAN THOMPSON

Title: President

STATE OF: Minnesota

SS.

COUNTY OF: Lyon

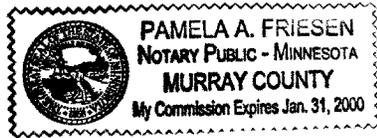
On June 3, 1998 before me, Pamela A. Friesen  
(Notary Name and Title)

personally appeared L. Dan Thompson personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to within the instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Pamela A. Friesen

(Notary Seal)



STATE OF: Rhode Island

SS.

COUNTY OF: Providence

On June 2, 1998 before me, Kimberly J. Hodgkins  
(Notary Name and Title)

personally appeared David R Cournoyer personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to within the instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Kimberly J. Hodgkins  
(Notary Seal)

KIMBERLY J. HODGKINS  
NOTARY PUBLIC  
MY COMMISSION EXPIRES OCT. 1, 2001