

LEASE SCHEDULE

This is Counterpart No. 3 of 3 manually executed counterparts. Only the counterpart numbered "1" is sufficient to transfer Lessor's interest herein and to constitute chattel paper as such term is defined in the Uniform Commercial Code.

Master Equipment
Lease Agreement Date: June 1, 1994

18911-D
RECORDATION NO. FILED 1425

Lease Schedule No: 3

JUL 22 1994 -2 46 PM

Lease Schedule Date: July 21, 1994

INTERSTATE COMMERCE COMMISSION

Between NATIONSBANC LEASING CORPORATION (successor to Pitney Bowes Credit Corporation) ("Lessor") and MINNESOTA CORN PROCESSORS ("Lessee").

1. Equipment Description

See Schedule 'A' attached hereto and made a part hereof

2. Equipment Location

The above Equipment is to be located and delivered to Lessee's premises at _____.

3. Lessor's Cost for the Equipment: \$2,861,850.00.

4. Basic Rent due each month: \$21,915.68.

5. ALL OF THE TERMS, COVENANTS AND CONDITIONS SET FORTH IN THE ABOVE REFERENCED MASTER EQUIPMENT LEASE AGREEMENT (THE "LEASE") ARE INCORPORATED HEREIN BY REFERENCE AS IF THE SAME HAD BEEN SET FORTH HEREIN IN FULL. Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the items of Equipment referenced in paragraph 1 above. By their execution and delivery of this Lease Schedule, the parties hereby reaffirm all of the terms and conditions of the Lease (including, without limitation, the representations and warranties of Lessee set forth in Section 24 thereof) except as modified hereby. Lessee permits Lessor to insert model and serial numbers of Equipment when determined by Lessor. Lessee represents and warrants that there has been no material adverse change in its business or financial condition since March 31, 1994.

Accepted by:

NATIONSBANC LEASING CORPORATION
(Lessor)

MINNESOTA CORN PROCESSORS
(Lessee)

Name: David M. Drury
Vice President

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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Accepted by:

NATIONSBANC LEASING CORPORATION
(Lessor)

Name: _____

Title: _____

Date: _____

MINNESOTA CORN PROCESSORS
(Lessee)

Name: Richard Jurgensen

Title: President

Date: 7/21/94

SCHEDULE 'A'

This Schedule A is attached to and made a part of Lease Schedule number 3 dated _____ to Master Equipment Lease Agreement dated June 1, 1994, between Pitney Bowes Credit Corporation, as Lessor, and Minnesota Corn Processors, as Lessee.

EQUIPMENT DESCRIPTION:

Fifty (50) 17,574 gallon railroad tankcars, DOT111A100W3, manufactured in 1994 by Trinity Industries, Inc., with the following serial numbers:

SYRX:

200116, 200118, 200131, 200138, 200148, 200150, 200157, 200171,
200176, 200180, 200186, 200188, 200192, 200199, 200201, 200205,
200207, 200210, 200211, 200215, 200217, 200219, 200220, 200222,
200225, 200228, 200229, 200234, 200239, 200240, 200242, 200246,
200247, 200249, 200250, 200251, 200254, 200255, 200257, 200258,
200259, 200262, 200264, 200265, 200266, 200276, 200278, 200282,
200284, 200286

STATE OF Georgia
COUNTY OF Cobb

SS.

On July 22, 1994 before me, Theresa Conlon
(Notary Name and Title)

personally appeared David M. Drury, Vice President

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: Theresa Conlon

Notary Public, Cobb County, Georgia
My Commission Expires January 26, 1998

(Notarial Seal)

STATE OF Minnesota
COUNTY OF Lyon

88.

On July 21, 1994 before me, Carol Ann Drown
(Notary Name and Title)

personally appeared Richard Jorgenson

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: Carol Ann Drown

(Notarial Seal)

