



**Farm Credit Leasing
Services Corporation**

2-350A002

10 Second Street N.E.
Minneapolis, Minnesota 55413
612/378-1733

December 11, 1992

Writer's direct dial number: (612) 379-6409

Ms. Mildred Lee
Interstate Commerce Commission
Room 2303
12th and Constitution Avenue NW
Washington DC 20423

VIA CERTIFIED MAIL
#P370701792

17382
FILED 12/14/92

Re: Documents for Recordation DEC 14 1992 - 3 00 AM

Dear Ms. Lee:

INTERSTATE COMMERCE COMMISSION

I have enclosed an original and one counterpart of Lease Schedule No. 2 to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

These documents are a part of a lease dated April 29, 1991, and assignment dated September 30, 1988. The lease and assignment were previously recorded on June 11, 1991 under recordation numbers 17382 and 17382-A, respectively.

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

Equipment Lease

Lessor: Farm Credit Leasing Services Corporation, Suite 300
Riverplace, 10 Second Street NE, Minneapolis,
Minnesota 55413

Lessee: Farmland Industries, Inc., 3315 North Oak
Trafficway, Kansas City, Missouri 64116

Servicing Agreement and Lease Assignment

Assignor: Farm Credit Leasing Services Corporation, Suite
300, Riverplace, 10 Second Street NE, Minneapolis,
Minnesota 55413

Assignee: St. Paul Bank for Cooperatives, 375 Jackson
Street, St. Paul, Minnesota 55101

The following equipment is covered by the documents:

Seventy Five (75) 1992 ACF Industries 21,000 Gallon NC/I Tank railcars, current AAR Reporting Marks are as follows: FLIX 923201 through FLIX 923275, inclusive.

A fee of \$16 is enclosed.

Ms. Mildred Lee
December 11, 1992
Page 2

Please return the enclosed originals and any extra copies not needed by the Commission for recordation to Thomas H. Vicker, Farm Credit Leasing Services Corporation, Suite 300, Riverplace, 10 Second Street NE, Minneapolis, Minnesota 55413.

A short summary of the documents to appear in the index follows:

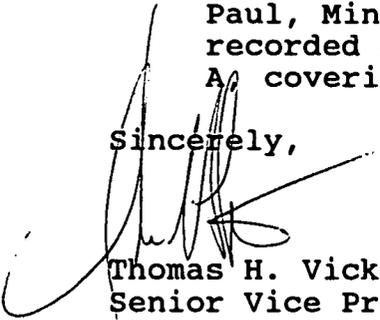
Index Summary

Documents

(a) Equipment Lease between Farm Credit Leasing Services Corporation, Suite 300, Riverplace, 10 Second Street NE, Minneapolis, Minnesota, 55413 (Lessor) and Farmland Industries, Inc., 3315 North Oak Trafficway, Kansas City, Missouri 64116 (Lessee) dated April 29, 1991, recorded on June 11, 1991 and assigned recordation No. 17382 and covering seventy five (75) 1992 ACF Industries 21,000 Gallon NC/I Tank railcars current AAR reporting marks as follows: FLIX 923201 through FLIX 923275, inclusive.

(b) Servicing Agreement and Lease Assignment between Farm Credit Leasing Services Corporation, Suite 300, Riverplace, 10 Second Street NE, Minneapolis, Minnesota 55413 (Assignor) and St. Paul Bank for Cooperatives, 375 Jackson Street, St. Paul, Minnesota 55101 (Assignee) dated September 30, 1988, recorded on June 11, 1991 and assigned recordation No. 17382-A covering equipment described in (a), above.

Sincerely,



Thomas H. Vicker
Senior Vice President
and General Counsel

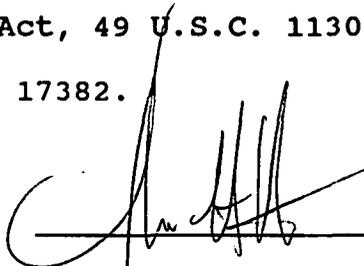
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CERTIFICATE

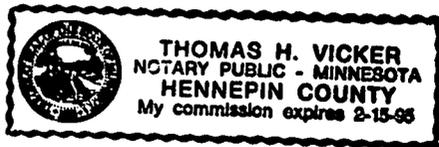
I, Thomas H. Vicker, a notary public in the state of Minnesota hereby certify that I have compared the attached copy of that certain Schedule No.2 with the original of such document and I find that the attached copy is complete and identical in all respects to the original document. This Schedule No. 2 is part of that certain Equipment Lease dated April 29, 1991, which has been previously recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on June 11, 1991 and assigned recordation No. 17382.

DATE: December 11, 1992



Notary Public

My Commission Expires February 15, 1995



Interstate Commerce Commission
Washington, D.C. 20423

12/15/92

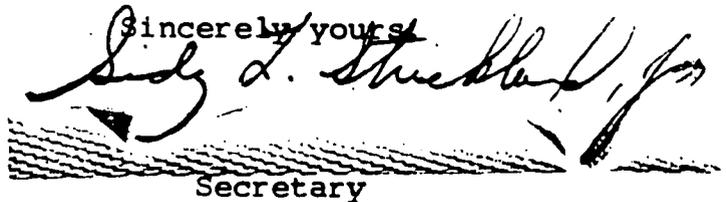
OFFICE OF THE SECRETARY

Thomas H. Vicker
Farm Credit Leasing
Services Corporation
10 Second Street N.E.
Minneapolis, Minnesota 55413

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/14/92 at 3:30pm , and assigned re-
recording number(s). 17382-C

Sincerely yours



Secretary

SIDNEY L. STRICKLAND, JR.

Enclosure(s)

SE-30
(7/79)

17382 C
FED RES

DEC 14 1992-3 30 AM
INTERSTATE COMMERCE COMMISSION

EQUIPMENT LEASE

SCHEDULE NO. 2

LESSOR: FARM CREDIT LEASING SERVICES CORPORATION

LESSEE: FARMLAND INDUSTRIES, INC.

THIS SCHEDULE is part of that certain Equipment Lease dated April 29, 1991 between Lessor and Lessee. Lessee agrees to pay Lessor rental amounts shown below in accordance with the terms of this Schedule and the Equipment Lease.

EQUIPMENT DESCRIPTION:

Customer Unit #	FCL Unit #	Description	Location	Initial Value	In Service Date	Rental Amount
FLIX923201	2E48860A	1992 ACF 21,000 gal. Tank Cars	Lawrence, KS	47,900.00	08/19/92	"See attached Schedule of Rental Payments"
FLIX923202	2E48861A	1992 ACF 21,000 gal. Tank Cars	Lawrence, KS	47,900.00	08/19/92	
FLIX923203	2E48862A	1992 ACF 21,000 gal. Tank Cars	Lawrence, KS	47,900.00	08/19/92	
FLIX923205	2E48863A	1992 ACF 21,000 gal. Tank Cars	Lawrence, KS	47,900.00	08/19/92	
FLIX923208	2E48864A	1992 ACF 21,000 gal. Tank Cars	Lawrence, KS	47,900.00	08/19/92	
FLIX923211	2E48865A	1992 ACF 21,000 gal. Tank Cars	Lawrence, KS	47,900.00	08/19/92	
FLIX923206	2E48866A	1992 ACF 21,000 gal. Tank Cars	Lawrence, KS	47,900.00	08/25/92	
FLIX923212	2E48867A	1992 ACF 21,000 gal. Tank Cars	Lawrence, KS	47,900.00	08/25/92	
FLIX923213	2E48868A	1992 ACF 21,000 gal. Tank Cars	Lawrence, KS	47,900.00	08/25/92	
FLIX923207	2E48869A	1992 ACF 21,000 gal. Tank Cars	Lawrence, KS	47,900.00	09/01/92	
FLIX923210	2E48870A	1992 ACF 21,000 gal. Tank Cars	Lawrence, KS	47,900.00	09/01/92	
FLIX923214	2E48871A	1992 ACF 21,000 gal. Tank Cars	Lawrence, KS	47,900.00	09/01/92	
FLIX923215	2E48872A	1992 ACF 21,000 gal. Tank Cars	Lawrence, KS	47,900.00	09/01/92	
FLIX923216	2E48873A	1992 ACF 21,000 gal. Tank Cars	Lawrence, KS	47,900.00	09/01/92	
FLIX923217	2E48874A	1992 ACF 21,000 gal. Tank Cars	Lawrence, KS	47,900.00	09/01/92	
FLIX923218	2E48875A	1992 ACF 21,000 gal. Tank Cars	Lawrence, KS	47,900.00	09/01/92	
FLIX923219	2E48876A	1992 ACF 21,000 gal. Tank Cars	Lawrence, KS	47,900.00	09/10/92	
FLIX923220	2E48877A	1992 ACF 21,000 gal. Tank Cars	Lawrence, KS	47,900.00	09/10/92	
FLIX923221	2E48878A	1992 ACF 21,000 gal. Tank Cars	Lawrence, KS	47,900.00	09/10/92	
FLIX923222	2E48879A	1992 ACF 21,000 gal. Tank Cars	Lawrence, KS	47,900.00	09/10/92	
FLIX923223	2E48880A	1992 ACF 21,000 gal. Tank Cars	Lawrence, KS	47,900.00	09/10/92	
FLIX923225	2E48881A	1992 ACF 21,000 gal. Tank Cars	Lawrence, KS	47,900.00	09/10/92	
FLIX923230	2E48882A	1992 ACF 21,000 gal. Tank Cars	Lawrence, KS	47,900.00	09/17/92	
FLIX923227	2E48883A	1992 ACF 21,000 gal. Tank Cars	Lawrence, KS	47,900.00	09/21/92	
FLIX923229	2E48884A	1992 ACF 21,000 gal. Tank Cars	Lawrence, KS	47,900.00	09/21/92	
FLIX923231	2E48885A	1992 ACF 21,000 gal. Tank Cars	Lawrence, KS	47,900.00	09/21/92	
FLIX923233	2E48886A	1992 ACF 21,000 gal. Tank Cars	Lawrence, KS	47,900.00	09/21/92	
FLIX923224	2E48887A	1992 ACF 21,000 gal. Tank Cars	Lawrence, KS	47,900.00	09/24/92	
FLIX923226	2E48888A	1992 ACF 21,000 gal. Tank Cars	Lawrence, KS	47,900.00	09/24/92	
FLIX923232	2E48889A	1992 ACF 21,000 gal. Tank Cars	Lawrence, KS	47,900.00	09/24/92	

EQUIPMENT DESCRIPTION (cont.):

Customer Unit #	FCL Unit #	Description	Location	Initial Value	In Service Date	Rental Amount
FLIX923239	2E48890A	1992 ACF 21,000 gal. Tank Cars	Lawrence,KS	47,900.00	09/24/92	"See attached Schedule of Rental Payments"
FLIX923204	2E48891A	1992 ACF 21,000 gal. Tank Cars	Lawrence,KS	47,900.00	09/25/92	
FLIX923228	2E48892A	1992 ACF 21,000 gal. Tank Cars	Lawrence,KS	47,900.00	09/25/92	
FLIX923234	2E48893A	1992 ACF 21,000 gal. Tank Cars	Lawrence,KS	47,900.00	09/25/92	
FLIX923236	2E48894A	1992 ACF 21,000 gal. Tank Cars	Lawrence,KS	47,900.00	09/25/92	
FLIX923240	2E48895A	1992 ACF 21,000 gal. Tank Cars	Lawrence,KS	47,900.00	09/25/92	
FLIX923242	2E48896A	1992 ACF 21,000 gal. Tank Cars	Lawrence,KS	47,900.00	09/25/92	
FLIX923241	2E48897A	1992 ACF 21,000 gal. Tank Cars	Lawrence,KS	47,900.00	10/06/92	
FLIX923245	2E48898A	1992 ACF 21,000 gal. Tank Cars	Lawrence,KS	47,900.00	10/06/92	
FLIX923246	2E48899A	1992 ACF 21,000 gal. Tank Cars	Lawrence,KS	47,900.00	10/06/92	
FLIX923248	2E48900A	1992 ACF 21,000 gal. Tank Cars	Lawrence,KS	47,900.00	10/14/92	
FLIX923250	2E48901A	1992 ACF 21,000 gal. Tank Cars	Lawrence,KS	47,900.00	10/14/92	
FLIX923254	2E48902A	1992 ACF 21,000 gal. Tank Cars	Lawrence,KS	47,900.00	10/14/92	
FLIX923235	2E48903A	1992 ACF 21,000 gal. Tank Cars	Lawrence,KS	47,900.00	10/22/92	
FLIX923237	2E48904A	1992 ACF 21,000 gal. Tank Cars	Lawrence,KS	47,900.00	10/22/92	
FLIX923244	2E48905A	1992 ACF 21,000 gal. Tank Cars	Lawrence,KS	47,900.00	10/22/92	
FLIX923255	2E48906A	1992 ACF 21,000 gal. Tank Cars	Lawrence,KS	47,900.00	10/22/92	
FLIX923257	2E48907A	1992 ACF 21,000 gal. Tank Cars	Lawrence,KS	47,900.00	10/22/92	
FLIX923259	2E48908A	1992 ACF 21,000 gal. Tank Cars	Lawrence,KS	47,900.00	10/22/92	
FLIX923262	2E48909A	1992 ACF 21,000 gal. Tank Cars	Lawrence,KS	47,900.00	10/22/92	
FLIX923265	2E48910A	1992 ACF 21,000 gal. Tank Cars	Lawrence,KS	47,900.00	10/22/92	
FLIX923264	2E48911A	1992 ACF 21,000 gal. Tank Cars	Lawrence,KS	47,900.00	10/22/92	
FLIX923249	2E48912A	1992 ACF 21,000 gal. Tank Cars	Lawrence,KS	47,900.00	10/29/92	
FLIX923253	2E48913A	1992 ACF 21,000 gal. Tank Cars	Lawrence,KS	47,900.00	10/29/92	
FLIX923256	2E48914A	1992 ACF 21,000 gal. Tank Cars	Lawrence,KS	47,900.00	10/29/92	
FLIX923260	2E48915A	1992 ACF 21,000 gal. Tank Cars	Lawrence,KS	47,900.00	10/29/92	
FLIX923261	2E48916A	1992 ACF 21,000 gal. Tank Cars	Lawrence,KS	47,900.00	10/29/92	
FLIX923263	2E48917A	1992 ACF 21,000 gal. Tank Cars	Lawrence,KS	47,900.00	10/29/92	
FLIX923266	2E48918A	1992 ACF 21,000 gal. Tank Cars	Lawrence,KS	47,900.00	10/29/92	
FLIX923269	2E48919A	1992 ACF 21,000 gal. Tank Cars	Lawrence,KS	47,900.00	10/29/92	
FLIX923274	2E48920A	1992 ACF 21,000 gal. Tank Cars	Lawrence,KS	47,900.00	10/29/92	
FLIX923238	2E48921A	1992 ACF 21,000 gal. Tank Cars	Lawrence,KS	47,900.00	11/04/92	
FLIX923243	2E48922A	1992 ACF 21,000 gal. Tank Cars	Lawrence,KS	47,900.00	11/04/92	
FLIX923247	2E48923A	1992 ACF 21,000 gal. Tank Cars	Lawrence,KS	47,900.00	11/04/92	
FLIX923267	2E48924A	1992 ACF 21,000 gal. Tank Cars	Lawrence,KS	47,900.00	11/04/92	
FLIX923268	2E48925A	1992 ACF 21,000 gal. Tank Cars	Lawrence,KS	47,900.00	11/04/92	
FLIX923270	2E48926A	1992 ACF 21,000 gal. Tank Cars	Lawrence,KS	47,900.00	11/04/92	
FLIX923272	2E48927A	1992 ACF 21,000 gal. Tank Cars	Lawrence,KS	47,900.00	11/04/92	
FLIX923273	2E48928A	1992 ACF 21,000 gal. Tank Cars	Lawrence,KS	47,900.00	11/04/92	

Customer Unit #	FCL Unit #	Description	Location	Initial Value	In Service Date	Rental Amount
FLIX923275	2E48929A	1992 ACF 21,000 gal. Tank Cars	Lawrence,KS	47,900.00	11/04/92	"See attached Schedule of Rental Payments"
FLIX923209	2E48930A	1992 ACF 21,000 gal. Tank Cars	Lawrence,KS	47,900.00	11/04/92	
FLIX923251	2E48931A	1992 ACF 21,000 gal. Tank Cars	Lawrence,KS	47,900.00	11/04/92	
FLIX923252	2E48932A	1992 ACF 21,000 gal. Tank Cars	Lawrence,KS	47,900.00	11/04/92	
FLIX923271	2E48933A	1992 ACF 21,000 gal. Tank Cars	Lawrence,KS	47,900.00	11/04/92	
FLIX923258	2E48934A	1992 ACF 21,000 gal. Tank Cars	Lawrence,KS	47,900.00	11/18/92	

Base Lease Commencement Date: December 1, 1992

Base Lease Term: 180 Months

Payment Frequency: See attached "Schedule of Rental Payments"

For purposes of Lessor leasing the equipment described in this Schedule ("Equipment") to Lessee, Lessor and Lessee agree to amend and supplement the terms of the Equipment Lease as follows:

1. Use, Maintenance, and Operation: Equipment Marking

(a) Nature and Place of Use. Throughout the term of the Equipment Lease, Lessee agrees that each Item of Equipment: will be used and maintained in compliance with all Interchange Rules, and applicable laws, including all laws of the jurisdictions in which its operations involving the Equipment may extend; will remain in the possession and control of Lessee; will be located only in the United States and be used or operated only for the purposes for which it was designed and intended; and will be used and maintained in compliance with all applicable requirements of the insurance policies maintained pursuant to Section 11 of the Equipment Lease.

(b) Maintenance. (1) Throughout the term of this Equipment Lease, Lessee, at its own expense, will maintain, service, repair, and overhaul, as necessary, or will cause to be maintained, serviced, repaired, and overhauled, each Item of Equipment: (a) consistent with Lessee's standards for similar owned and leased equipment, a copy of such standards if ever put in writing will be promptly provided to Lessor and from time to time promptly upon any amendment thereto; (b) in compliance with all Interchange Rules; (c) mechanically suitable for interchange; and (d) in accordance with all manufacturer recommended maintenance and warranty procedures and in compliance with all applicable safety bulletins issued by the manufacturer. Lessee will not operate any Item of Equipment with broken, unserviceable, or missing parts or remove parts that diminish the value, life, utility, or intended use of the Item of Equipment.

RAJ

(c) Marking. Lessee agrees, at all times and at its expense, to cause each Item of Equipment to be kept numbered with the identification or serial number therefor, and maintain such reasonable equipment reporting marking(s) on each Item of Equipment as from time to time may be required by the Interchange Rules or otherwise reasonably deemed necessary by Lessor in order to protect the title of Lessor thereto, and the rights of Lessor under this Equipment Lease. Lessee shall not by reason of any such marking(s) acquire or have any right, title or interest in the Equipment except the rights granted it as Lessee hereunder.

(d) Interchange Rules. For purposes of this Equipment Lease, the term "Interchange Rules" shall mean - all codes, rules, interpretations, laws or orders governing hire, use, condition, repair and all other matters pertaining to the interchange of freight traffic reasonably interpreted as being applicable to the Equipment, adopted and in effect from time to time by the Association of American Railroads and any other organization, association, agency, or governmental authority, including the Interstate Commerce Commission and the United States Department of Transportation which may from time to time be responsible for or have authority to impose such codes, rules, interpretations, laws or orders.

(e) Inspection and Condition of Equipment. Within thirty (30) days of either side of the 5th and 10th anniversary dates of the Base Lease Commencement Date and within ten (10) days of either side of 270 days prior to the end of the Base Lease Term, Lessee shall send Lessor Lessee's maintenance and repair records pertaining to the Equipment. If after reviewing the records, Lessor deems it desirable to physically inspect any Item of Equipment, Lessor, or its agent, shall be permitted to physically inspect such Items of Equipment at the maintenance facilities of Lessee at a mutually agreeable time but no later than 180 days after such request for inspection is made; Provided however, the inspection shall occur within 90 days if requested in conjunction with the Lessor's review and/or inspection occurring 270 days prior to the end of the Base Lease Term.

After review of the records and/or after the physical inspection of the Equipment, Lessor may, if necessary, provide Lessee with a notice identifying all such Items of Equipment which in its judgement have not been maintained pursuant to the maintenance provisions in this Equipment Lease.

Lessee shall thereafter have ten (10) days to request that an independent mutually acceptable appraiser be appointed to inspect the Items of Equipment addressed in the non-conformance notice. The appraiser shall by review of the records and by physical inspection determine and report to the parties whether the so noted Items of Equipment are in fact being maintained as required hereunder. Lessee shall make the Items of Equipment available for inspection by the appraiser at the maintenance facilities of Lessee at a mutually agreeable time but no later than 180 days after such request for an appraiser is made; Provided however, such inspection shall occur within 90 days if requested in conjunction with the Lessor's review and/or inspection occurring 270 days prior to the end of the Base Lease Term.

If Lessee does not request an appraiser or to the extent the appraiser determines that any Item of Equipment is not in compliance with the maintenance provisions hereunder, Lessee shall, no later than the earlier of 90 days after the delivery of the Lessor's notice of non-conformance or the delivery of the appraiser's report, as the case may be, or the end of the Base Lease Term, provide a certificate at Lessee's sole expense prepared by an appraiser, or the earlier appointed appraiser, as the case may be, stating that all Items of Equipment identified in the notice, or the appraiser's report, as the case may be, have had the appropriate maintenance performed and are now in compliance with the maintenance provisions set forth herein. If such certificate is not delivered prior to the last date specified for such delivery or shall state that any such Item of

Equipment is not in the required condition on such date, such Item of Equipment shall at the option of Lessor be deemed to have suffered a Casualty Occurrence and Lessee shall pay Lessor such amount due Lessor pursuant to Paragraph 12 of this Lease and upon payment of such amount the provisions of Paragraph 12 shall apply with respect to such Item of Equipment.

If Lessee requests an appraiser and the appraiser determines that any Item of Equipment identified in a non-conformance notice is not in compliance with the maintenance provisions herein, all such costs associated with the appraiser shall be paid by Lessee, otherwise, all such costs shall be for the account of Lessor.

The rights of Lessor to inspect the records and/or the Equipment set forth herein shall not be construed as an obligation of Lessor nor shall any inspection, or lack thereof, notice of non-conformance, or lack thereof, or failure or delay of Lessor to exercise its rights hereunder, or the express or implied waiver thereof, be construed as an express or implied waiver by Lessor of the maintenance requirements herein. The maintenance requirements set forth herein shall remain an unconditional obligation of Lessee.

Nothing contained in this Paragraph shall modify or limit Lessor's inspection rights described in Paragraph 9 of the Equipment Lease.

(2) Return of Equipment.

Notwithstanding the terms contained in Paragraph 14 of the Equipment Lease, immediately upon expiration or termination of the term of this Equipment Lease, Lessee shall return each Item of Equipment to Lessor, in such condition as is required by this Equipment Lease, onto storage facilities in the vicinity of ~~Bartow, Florida~~. Lessee shall provide up to 120 days of storage at its expense; risk of loss or damage to the Equipment during such period shall also be borne by Lessee. In the event that any Item of Equipment shall suffer a Casualty Occurrence during the 120 day storage period, Lessee shall pay Lessor the Stipulated Loss Value applicable to such Item of Equipment determined as of the last rent payment date. After the 120 day storage period Lessor shall have the right to continue storing the Equipment with Lessee for an additional 180 days

for One Dollar (\$1.00) per day per Item of Equipment to be paid per month in arrears; risk of loss and damage after the 120 period shall be borne by Lessor. Upon expiration of the additional 180 day storage period, or for such Items of Equipment as earlier requested by Lessor, Lessee shall at its expense deliver said Equipment to Lessor at such destination as determined by Lessor in the State of Florida. The risk of loss for Equipment delivered during the 120 day storage period shall be borne by Lessee. The risk of loss thereafter shall be borne by Lessor. During any storage period, Lessee will permit Lessor or any person designated by it, including its authorized representative or the authorized representatives of any prospective purchaser of any such Item of Equipment, to inspect the same. Rent at the then applicable rate shall continue unabated during any period after expiration of the term of this Equipment Lease for which Lessee fails to return the Items of Equipment in such condition as required hereunder.

LAWRENCE, KANSAS *MJS*

MJS

3. Option to Purchase.

Paragraph 23(a)(i) is amended in its entirety to read as follows:

"(i) purchase all but not less than all, of the Equipment described on a Schedule at its then fair market value, such value not to exceed twenty six percent (26%) of the Initial Value of the Equipment as described on the Schedule."

Wherever the terms of the Equipment Lease conflict with the terms contained in this Schedule, the terms of this Schedule shall control. Except as amended and supplemented herein, the terms of the Equipment Lease shall remain in full force and effect.

LESSOR: FARM CREDIT LEASING SERVICES CORPORATION

By: Bradley R. Brolsma

Its: SA VP and TREAS

LESSEE: FARMLAND INDUSTRIES, INC.

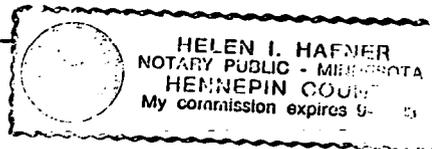
By: Terry M. Campbell

Its: Vice President & Treasurer

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

On this 4th day of Dec, 1991, before me, a Notary Public within and for Ramsey County, personally appeared Bradley R. Brolsma to me personally known, who being by me duly sworn did say he is the Senior Vice President of Farm Credit Leasing Services Corporation and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and acknowledged said instrument to be the free act and deed of said corporation.

Helen I. Hafner
Notary Public



STATE OF MO)
) ss.
COUNTY OF Clay)

On this 2nd day of December, 1991, before me, a Notary Public within and for Clay County, personally appeared Terry M. Campbell to me personally known, who being by me duly sworn did say he is the vice President & Treasurer of Farmland Industries, Inc. and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and acknowledged said instrument to be the free act and deed of said corporation.

Deanna Harden
Notary Public

DEANNA HARDEN
Notary Public
STATE OF MISSOURI
CLAY COUNTY
My Commission Expires FEB 03, 1996

SCHEDULE OF RENTAL PAYMENTS

<u>DUE DATE</u>	<u>TOTAL RENTAL DUE</u>
Nov 1, 1993	\$329,724.00
Nov 1, 1994	329,724.00
Nov 1, 1995	329,724.00
Nov 1, 1996	329,724.00
Jun 1, 1997	329,724.00
Jan 1, 1998	329,724.00
Jan 1, 1999	329,724.00
Jan 1, 2000	366,360.00
Jan 1, 2001	402,996.00
Jan 1, 2002	402,996.00
Jan 1, 2003	402,996.00
Jan 1, 2004	402,996.00
Jan 1, 2005	402,996.00
Jan 1, 2006	402,996.00
Nov 1, 2007	402,996.00
	<u>\$5,495,400.00</u>

Farm Credit Leasing Services Corporation

BWS
initial

Farmland Industries, Inc.

JM
initial

