



NORTH AMERICAN CAR CORPORATION

222 SOUTH RIVERSIDE PLAZA • CHICAGO, ILLINOIS 60606 U.S.A. • (312) 648-4000 • TELEX 255222

No. ~~991191120~~

Date MAY 29 1979

Fee \$ 11.00

ICC Washington, D. C.

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

RECEIVED
MAY 29 1979 11:19 PM '79

I. C. C.
FEE OPERATION BR.

RECORDATION NO. 9927 Filed 1425

MAY 29 1979 - 1 20 PM

INTERSTATE COMMERCE COMMISSION

RE: Section 11303 Filing: Supplementary Rider No. 1 dated as of October 30, 1978 ("Lease") to Car Leasing Agreement 3428 between North American Car Corporation ("Lessor") and Hampden Farmers Elevator Co. ("Lessee") in supplement of the Bailment Agreement and Assignment of Leases ("Assignment of Leases") dated as of December 16, 1978, between Lessor and General Electric Credit and Leasing Corporation ("Assignee").

Dear Mr. Secretary:

Enclosed for recording under Section 11303 of the Interstate Commerce Act is one executed counterpart and four certified true copies of the above described supplementary Lease, between Lessor, 222 South Riverside Plaza, Chicago, Illinois and Lessee, Hampden, North Dakota 58338 and assigned to Assignee, P.O. Box 8300, 260 Long Ridge Road, Stamford, Connecticut 06904. The Assignment of Leases was recorded with the Interstate Commerce Commission at 11:20 a.m. on December 20, 1978, under Document No. 9927. — S

Under the Lease and the Assignment of Leases the Lessor leases the cars described therein to the Lessee and assigns such lease to the Assignee under and in accordance with the Assignment of Leases.

Under the Assignment of Leases, Lessor agrees to hold, lease, maintain and perform certain administrative and other services with respect to the equipment covered by such Lease (which equipment has been or is to be sold to Assignee) and assigns, transfers and sets over unto Assignee all of Lessor's right, title and interest, powers, privileges and other benefits in, but not its obligations under, the Lease together with all amounts which may be received or credited to the account of Lessor in respect of mileage compensation from railroads using the equipment leased under such Lease or any other sums received by or payable to Lessor from parties other than the Lessee with respect thereto, all in accordance with the Lease and the Assignment of Leases.

TIGER LEASING GROUP

Secretary
Interstate Commerce Commission
May 25, 1979
Page Two

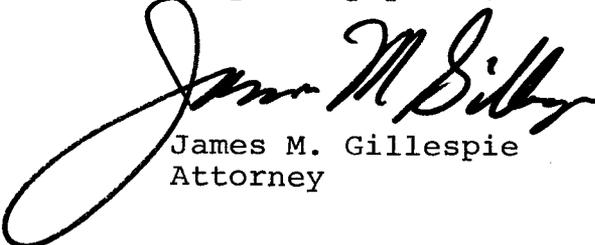
Also enclosed is a check, payable to the Interstate Commerce Commission in the amount of \$10.00 as the recording fee for the Lease.

Pursuant to the Commission's rules and regulations for the recording of documents under Section 11303 of the Interstate Commerce Act you are hereby requested to duly file two of each of the enclosed certified, true copies for record in your office and to return the executed counterpart and the extra certified, true copies together with the Secretary's Certificate of Recording, to the messenger making this delivery.

Please cross index this filing against the name of the Lessee, Hampden Farmers Elevator Co.

If you have any questions, please contact me.

Very truly yours,



James M. Gillespie
Attorney

JMG/dak
enclosure

C E R T I F I C A T E

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INTERSTATE COMMERCE COMMISSION

I hereby certify that I have compared this certified, true copy of Rider No. 1 to Car Leasing Agreement 3428 between North American Car Corporation and Hampden Farmers Elevator Co. dated October 30, 1978, to the original of such Rider and that this copy is a true and correct copy in all respects.

(SEAL)

Levy Catalano

My Commission Expires 6-30-79.

RIDER NO. 1
Forming Part of
NORTH AMERICAN CAR CORPORATION
CAR LEASING AGREEMENT 3428

The cars described herein shall be subject to the terms and conditions of said Agreement during the term of use and for the rental set forth below:

<u>Number of Cars</u>	<u>Type of Car</u>	<u>Monthly Rental Per Car</u>
Three (3)	4,750 cubic foot capacity covered hopper cars, unlined, for shipment of Grain (reporting marks presently not available) <i>See attached life car #5</i>	\$450.00

Lessee agrees to be responsible for all freight charges incurred in the shipment of said cars to Lessee at Hampden, North Dakota.

For each mile in excess of $\frac{20,000 \times \text{days in service}}{365}$ that each car covered by this Rider travels in a calendar year, there will be an additional charge of \$0.025.

The term of use of the cars hereinabove described shall commence on the date of delivery thereof to Lessee, and shall continue for a period ending five (5) years from the first day of the month following the average date of delivery of such cars to Lessee.

Dated this 30th day of October, 1978.

ATTEST:

James M. S. Higgins
Assistant Secretary

NORTH AMERICAN CAR CORPORATION

By *J. Hanson*
Sr. Vice President

ATTEST:

Morris Aanstad
Secretary

HAMPDEN FARMERS ELEVATOR CO.

By *Marvin Martinson*
President

"This Lease is a COUNTERPART ORIGINAL. No assignment of or security interest in, this Lease may be created or effected except by the transfer of possession of the copy marked "ORIGINAL."



LEASING
GROUP

222 SOUTH RIVERSIDE PLAZA • CHICAGO, ILLINOIS 60606 U.S.A. • (312) 648-4000 • TELEX 255222

March 8, 1979

Car #1's

Hampden Farmers Elevator Co.
Hampden
North Dakota 58338

Re: Rider No. 1
Car Leasing Agreement 3428

Gentlemen:

The cars with the following reporting marks are to be subjected to
Rider No. 1 of Car Leasing Agreement 3428:

NAHX 481140 thru 481142 ✓

Please sign and return an executed copy of this letter for our files.

Very truly yours,

Harold Young

ACCEPTED:

HAMPDEN FARMERS ELEVATOR CO.

By: *Marvin Masterson*
(Title) *Gen*

Dated *March 17, 1979*

