



NORTH AMERICAN CAR CORPORATION

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

ROGER A. NOBACK
VICE PRESIDENT-LAW

RECORDATION NO. 9927-LL Filed June 20, 1979

9-178A020
JUN 25 1979

JUN 25 1979 - 10 55 AM

INTERSTATE COMMERCE COMMISSION

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

20th
Washington, D.C.

*Miss Lee
This one is
9927-LL*

RE: Section 11303 Filing: Supplementary Rider No. 3 dated as of June 21, 1978, ("Lease") to Car Leasing Agreement 2758 between North American Car Corporation ("Lessor") and Farmers Grain Company ("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, P.O. Box 357, Palmer, Illinois 62556, 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.

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.

RECORDED

TIGER LEASING GROUP

Secretary
Interstate Commerce Commission
June 20, 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 *supplement and a \$10.00 fee for the cross indexing requested below.*

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, Farmers Grain Company.

If you have any questions, please contact me.

Very truly yours,

RAN/dak
enclosure

C E R T I F I C A T E

RECORDATION NO. 9927-LL Filed 142

JUN 25 1979 - 10 35 AM

INTERSTATE COMMERCE COMMISSIO

I hereby certify that I have compared this certified, true copy of Rider No. 3 to Car Leasing Agreement 2758 between North American Car Corporation and Farmers Grain Company dated June 21, 1978, to the original of such Rider and that this copy is a true and correct copy in all respects.

Debra A. Kelly

(SEAL)

My Commission Expires 2-23-83.

ICC
File
Copy
9927-LL

RIDER NO. 3
 Forming Part of
 NORTH AMERICAN CAR CORPORATION
 CAR LEASING AGREEMENT 2758

RECORDATION NO. Filed 1425

JUN 25 1979 - 10 35 AM

INTERSTATE COMMERCE COMMISSION

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>
Two (2)	4,750 cubic foot capacity covered hopper cars, lined, for shipment of Grain/Fertilizer (reporting marks presently not available)	\$431.00

See attached for notes

Lessee agrees to be responsible for all freight charges incurred in the shipment of said cars to Lessee at Palmer, Illinois.

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

North American and Lessee agree that the rental rate as shown above shall be increased \$1.40 per car per month for each point increase in the Wholesale Price Index of Commodity Prices (railroad equipment - code 144), according to the latest information available as reported in the current "Survey of Current Business", published by the U. S. Department of Commerce, as of the date the first car is released for delivery to Lessee, over a base of 244.6 as was reported for March, 1978. Rentals thus calculated shall be rounded to the nearest \$0.50.

Notwithstanding anything in this Rider or Car Leasing Agreement No. 2758 dated June 21, 1978 between the parties hereto to the contrary, there shall be an additional charge without abatement or termination in any manner whatsoever for any reason whatsoever of \$46.00 per car per month, which shall be payable by Lessee to North American, for each month during the first sixty (60) months of this Rider to cover the cost of lining. The charge described in the immediately preceding sentence, shall be in addition to the rental charges with respect to the cars and all other charges of any kind whatsoever.

In the event that during the term hereof, the U. S. Department of Transportation, or any other governmental agency or non-governmental organization having jurisdiction over the operation, safety or use of railroad equipment, requires that North American add, modify or in any manner adjust the cars subject to this lease in order to qualify them for operation in railroad interchange, Lessee agrees to pay an additional monthly charge of \$1.75 per car for each \$100 expended by North American on such car, effective as of the date the car is released from the shop after application of such additions, modifications or adjustments (hereinafter the "Modifications"). No rental credits will be issued on cars entering the shop for any Modification for the first thirty days. In the event North American in its sole discretion determines prior to making any Modification that the cost thereof is not economical to expend in view of the estimated remaining useful life of such car, and North American elects to permanently remove such car from Lessee's service rather than have such car taken to a car shop for such Modification, the rental with respect to such car shall terminate upon the date specified in writing by North American, provided that such date must be prior to the date the Modification is so required to be made.

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 21st day of June, 1978.

ATTEST:

James M. Silbey
 Assistant Secretary

NORTH AMERICAN CAR CORPORATION

By *[Signature]*
 Sr. Vice President

FARMERS GRAIN COMPANY

ATTEST:

Raymond McWard
 Secretary

By *Galen Lee Franklin*
 President

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

C E R T I F I C A T E

I hereby certify that I have compared this certified, true copy of Letter of Amendment of Rider No. 3 to Car Leasing Agreement 2758 between North American Car Corporation and Farmers Grain Company dated May 7, 1979, to the original of such Letter of Amendment and that this copy is a true and correct copy in all respects.

(SEAL)

Jerry Catalano

My Commission Expires 6-30-79.



NORTH AMERICAN CAR CORPORATION

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

May 7, 1979

Car #5

Farmers Grain Company
P. O. Box 357
Palmer, Illinois 62556

Re: Car Leasing Agreement 2758
Rider No. 3

Gentlemen:

The cars with the following reporting marks are to be subjected to Rider No. 3 of Car Leasing Agreement 2758:

NAHX 480365 & 480366. ↙

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

Very truly yours,

Senior Vice President

ACCEPTED:

FARMERS GRAIN COMPANY

Raymond McWaid
By: *Sec + treas*
(Title)

Dated: *5/10/79*