



# 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. 9927-00  
Filed 1425

JUN 25 1979 - 10 35 AM

INTERSTATE COMMERCE COMMISSION

June 21, 1979

9-1706000  
JUN 25 1979  
2600

*Mr. Lee  
This one is  
9927-00*

Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

RE: Section 11303 Filing: Supplementary Rider No. 1 dated as of October 30, 1978, ("Lease") to Car Leasing Agreement 5758 between North American Car Corporation ("Lessor") and Minto 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, Railroad Right of Way, Minto, ND 58261 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.

RECEIVED  
JUN 26 1979

**TIGER LEASING GROUP**

Secretary  
Interstate Commerce Commission  
June 21, 1979  
Page Two

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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, Minto Farmers Elevator Co.

If you have any questions, please contact me.

Very truly yours,



RAN/dak  
enclosure

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INTERSTATE COMMERCE COMMISSION

C E R T I F I C A T E

I hereby certify that I have compared this certified, true copy of Rider No. 1 to Car Leasing Agreement 5758 between North American Car Corporation and Minto 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.

Debra A. Kelly

(SEAL)

My Commission Expires 2-23-83.

ICC  
file  
copy  
9927-00

RIDER NO. 1  
Forming Part of  
NORTH AMERICAN CAR CORPORATION  
CAR LEASING AGREEMENT 5758

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, unlined, for shipment of Grain (NAHX 480825 & 480826)	\$450.00

Lessee agrees to be responsible for all freight charges incurred in the shipment of said cars to Lessee at Minto, 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. Bilyeu  
Assistant Secretary

NORTH AMERICAN CAR CORPORATION

By

W. R. H.  
Sr. Vice President

ATTEST:

James Belandier  
Secretary

MINTO FARMERS ELEVATOR CO.

By

Frank Warlock  
President

