



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

9-176A020

REGISTRATION NO. 9927-99 Filed 1425

June 21, 1979

JUN 25 1979 - 10 35 AM

JUN 25 1979

INTERSTATE COMMERCE COMMISSION

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Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Washington, D.C.

RE: Section 11303 Filing: Supplementary Rider No. 1 dated as of April 3, 1979, ("Lease") to Car Leasing Agreement 8952 between North American Car Corporation ("Lessor") and Valley Farmers Bean Association ("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, Box 76, Southern Part of Town, Portland, ND 58274 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 to the Lease, all in accordance with the Lease and the Assignment of Leases.

RECEIVED

*Mr. Lee
This one is
9927-99*

TIGER LEASING GROUP

Secretary
Interstate Commerce Commission
June 21, 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 *Instrument and a fee of \$10.00 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, Valley Farmers Bean Association.

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. 9927-99 Filed 1425

JUN 25 1979 -10 35 AM

INTERSTATE COMMERCE COMMISSION

I hereby certify that I have compared this certified, true copy of Rider No. 1 to Car Leasing Agreement 8952 between North American Car Corporation and Valley Farmers Bean Association dated April 3, 1979, to the original of such Rider and that this copy is a true and correct copy in all respects.

(SEAL)

Ulma A Kelly

My Commission Expires 2-23-83 .

ICC
file
copy
9927-99

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."

RIDER NO. 1
Forming Part of
NORTH AMERICAN CAR CORPORATION
CAR LEASING AGREEMENT 8952

This rider ("Rider") and the above Car Leasing Agreement constitute a separate agreement ("Agreement") which, together with all rights under the Agreement, may be assigned as security or otherwise. No subsequent amendment to the Agreement shall be effective against any assignee hereof. The cars described herein shall be subject to the terms and conditions of the Agreement and this Rider 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)	4750 cubic foot capacity covered hopper cars, for shipment of Grain (NAHX 480827 & 480828)	\$460.00

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

For each mile in excess of 20,000 x days in service that each car ³⁶⁵ 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 261.8 as was reported for December, 1978. Rentals thus calculated shall be rounded to the nearest \$0.50.

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 3rd day of April, 1979.

ATTEST:

James M. Silsbee
Assistant Secretary

NORTH AMERICAN CAR CORPORATION

By [Signature]
Sr. Vice President

ATTEST:

Walter Brundage
Secretary

VALLEY FARMERS BEAN ASSOCIATION

By Joseph F. Larson
President

