

TRANSPORTATION CORPORATION OF AMERICA

TELEPHONES:

P. O. BOX 218 CHICAGO HEIGHTS, ILLINOIS 60411

Chicago Hts. -757-5906

Date: July 17, 1979

Interstate Commerce Commission
Recordation Clerk
Room 1211
12th & Constitution Ave., N.W.
Washington, D.C. 20423

10657
RECORDATION NO. Filed 1425
JUL 23 1979 - 11 10 AM
INTERSTATE COMMERCE COMMISSION

9-204A014
Date JUL 23 1979
Fee \$ 20.00
CC Washington, D. C.

Gentlemen:

Enclosed for recordation under the provision of Section 20(c) of the Interstate Commerce Act, as amended, are ~~five (5)~~ ^{seven (7)} copies of the following:

Rider No. N/A Dated: N/A to
Master Car Agreement No. 4791 Dated: 4/2/79
between Transportation Corporation of America and
Potter Co-Op Grain Company
Recordation No. N/A
Number of Cars: Nine (9)
Description of Cars: Covered Hopper Cars
Car Numbers: TCAx 60060 thru 60068, incl.

The names and address of the parties hereto are as follows:

Lessor:
Transportation Corporation of America
P. O. Box 218
Chicago Heights, IL 60411

Lessee:
Potter Co-Operative Grain Co.
P. O. Box 275
Potter, Nebraska 69156

The undersigned is the Vice President-Finance of Transportation Corporation of America and has knowledge of the matters set forth within the enclosed documents. Kindly record and thereafter return to S. D. Christianson, Transportation Corporation of America, P. O. Box 218, Chicago Heights, Illinois 60411, the remaining ~~three~~ ^{five} copies of the enclosed document, marked "Recorded".

Attached hereto is a remittance in the sum of \$50.00 covering the required Recording Fee.

Cordially,

TRANSPORTATION CORPORATION OF AMERICA

S. D. Christianson
S. D. Christianson
Vice President - Finance

dk
Enclosures

FEE OPERATIONS
I.C.C.

JUL 23 11 01 AM '79

Interstate Commerce Commission
Washington, D.C. 20423

7/23/79

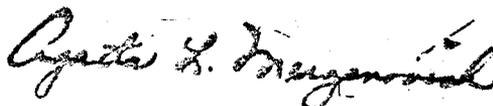
OFFICE OF THE SECRETARY

S.D. Christianson
Vice President-Finance
Transportation Corporation of America
P.O.Box 218
Chicago Heights, Illinois 60411

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 **7/23/79** at **11:10am**, and assigned recordation number(s). **10657**

Sincerely yours,



Secretary

Enclosure(s)

SE-30
(3/79)

the subject cars shall be damaged or destroyed by the railroads, the service charge on any such car shall cease on the date of such damage or destruction. When such damaged car has been forwarded to a shop for repair, the mileage earned by such car to and from the shop shall be retained by the LESSOR. (Refer to: "Special Conditions" Rider).

(b) LESSOR shall keep the cars in good order and repair, ordinary wear and tear excepted, comply with any additional requirements for safety appliances and construction hereinafter specified by American Association of Railroads and Interstate Commerce Commission and satisfactory for interchange in accordance with Association of American Railroads' rules, and all at its own cost and expense. LESSEE shall, at its expense, replace any removable parts, if lost or broken.

(c) In the event of the loss, destruction or irreparable damage to any of the cars from any cause whatsoever, except while in possession of LESSOR, during the continuance of this lease, the LESSEE shall promptly and fully inform the LESSOR in regard to such loss, destruction or damage. If any of said cars are damaged or destroyed on any privately owned track, LESSEE shall pay unto LESSOR the cost of repairing such damage, or replacing such lost or destroyed cars. In no case shall that amount exceed the depreciated valuation of such cars as provided for in the Interchange Rules of the Association of American Railroads.

Inspection: (6) LESSEE shall allow the LESSOR at its own cost and expense to inspect the cars at any reasonable time or times.

Mileage and Per Diem Reports: (7) The LESSOR shall collect and retain all mileage earned by said cars and credit same to the extent of rental to the account of the LESSEE when received from the railroads, and also the LESSOR shall keep all records pertaining to car movements. The LESSEE shall assist the LESSOR in following the movements of said cars by furnishing the LESSOR complete weekly reports of the movements of cars; both loaded and empty, giving destination, date of loading, and the routing of each movement. The LESSEE agrees so to use said cars that the mileage under load shall be equal to the mileage empty on each railroad over which they move. If, at the end of the Lease Term, the empty mileage on any railroad exceeds the loaded mileage, the LESSEE shall immediately upon being billed by the LESSOR, pay to the LESSOR for such excess at the rate established by the tariff of the railroad on which such excess of empty mileage is incurred. For purposes of this paragraph, the railroad mileage and junction reports received by LESSOR shall be prima facie evidence of the facts reported therein. Any mileage in excess of the fixed rental shall belong to the LESSOR.

Payment of Taxes: (8) During the term of this AGREEMENT the LESSEE shall, in addition to the rentals herein specified, pay all sales, use, rental and excise taxes, ~~personal property taxes~~, assessments and other governmental charges, whatsoever, whether payable by the LESSOR or the LESSEE, on or relating to the cars leased hereunder; the LESSEE shall be under no obligation to pay any such tax so long as it is being contested in good faith and by appropriate administrative or legal proceedings and any expense incurred by LESSOR in which LESSEE concurs with respect to contesting the applicability of such sales tax, rental tax or use tax to this AGREEMENT shall be for the account of LESSEE.

Marking of Cars (9) (a) The LESSOR shall plainly, permanently stencil the ownership legend on each new car in letters not less than one (1) inch in height, reading:

TITLE TO THIS CAR SUBJECT TO DOCUMENTS RECORDED UNDER SECTION 20C OF THE INTERSTATE COMMERCE ACT.

and immediately replace any such stencilling which becomes illegible, wholly or in part. Should changes or additions be required in the foregoing legend, LESSEE shall make such changes or additions, and the expense thereof shall be borne by the LESSOR. The LESSEE shall keep the cars free from any marking which might be interpreted as a claim of ownership

(c) The appointment of a receiver or trustee in bankruptcy for the LESSEE or for any of its property and the failure by such receiver or trustee to adopt and assume and agree to perform the obligations of the LESSEE hereunder within thirty (30) days after such appointment.

Patent Indemnification: (16) LESSOR shall (except for articles or materials specified by LESSEE and also except for designs and systems used in the construction of subject cars as a result of LESSEE'S specifications) indemnify, protect and save harmless the LESSEE from all claims, demands, damages, including royalties, judgments (including court costs), attorneys fees, and expense in any way arising out of, or on account of, the use of any or all patented inventions, employed in and about the construction, repair, alterations, or improvements of the cars, or any part thereof, which are incorporated in any car at the inception of this AGREEMENT or Riders added hereto.

Filing: (17) The LESSOR intends to cause this Lease to be filed and recorded with the Interstate Commerce Commission in accordance with Section 20(c) of the Interstate Commerce Commission Act. The LESSEE shall from time to time do and perform any other act, and execute, acknowledge, deliver, file, register and record any and all further instruments required by law, or requested by LESSOR, for the purpose of protecting its title and rights, or for the purpose of carrying out the intention of this AGREEMENT, and the LESSEE will promptly furnish to LESSOR certificates or other evidences all such filing, registering and recording in form satisfactory to LESSOR. The LESSOR shall promptly reimburse LESSEE for any out-of-pocket expenses it may so incur.

Miscellaneous: (18) It is mutually agreed that the time of payment of rentals is of the essence of this contract and that this agreement and any Rider now and hereafter entered into is subject and subordinate to any Chattel Mortgage or Conditional Sale Agreement on the cars heretofore or hereafter created and to the rights of any Trustee under any Equipment Trust heretofore or hereafter established by the LESSOR.

(19) The terms of this AGREEMENT and all rights and obligations hereunder shall be governed by the laws of the State of Illinois, in which state it has been executed and delivered.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed and sealed by their respective corporate officers and duly attested, as to the date first above written.

(Corporate Seal)

TRANSPORTATION CORPORATION OF AMERICA (Lessor)

ATTEST:

By: *James A. Gend*
Vice President

[Signature]



POTTER CO-OP GRAIN COMPANY (Lessee)
Potter, Nebraska

By: *E. C. Mabe*
Title

Harvey E. Jung
Secretary

TRANSPORTATION CORPORATION OF AMERICA
RIDER NO. 47911
TO MASTER CAR AGREEMENT NO. 4791

IT IS HEREBY AGREED THAT, effective April 2, 1979 this First
Rider shall become a part of Master Car Agreement No. 4791 between
TRANSPORTATION CORPORATION OF AMERICA and POTTER CO-OP GRAIN COMPANY, POTTER, NEBRASKA
dated April 2, 1979 and the cars described herein shall be placed
in Potter Co-Op Grain Company service, subject
to the terms set forth below:

CAR INITIAL & NUMBERS TCAX TCAX
60060 thru 60068, both inclusive

CAR OWNERS MARKS: TITLE TO THIS CAR SUBJECT TO DOCUMENTS RECORDED UNDER
SECTION 20c OF THE INTERSTATE COMMERCE ACT

COMMODITY SERVICE: GRAIN AND PHOSPHATE
CLASS OF CAR: COVERED HOPPER (LO)
NO. OF CARS NINE (9)
TRUCK CAPACITY: 100-Ton
CUBIC CAPACITY: 4750 Cu. Ft.
TERM: SIXTY (60) MONTHS

DELIVERY POINT: EAST CHICAGO, INDIANA
DELIVERY PERIOD: APPROXIMATELY JULY-AUGUST, 1979

TERMS OF RENT: Four Hundred Ninety and No/100** (\$490.00)
per car, per month, for sixty (60) consec-
utive months subject to adjustment and
escalation as defined hereafter. The first
payment shall be due on the sixtieth day
immediately following the date on which
the last car which is the subject of this
Rider is delivered to the LESSEE.
Accordingly, the last rental payment shall
be due on the sixtieth day immediately
following the last day of the term of
this lease.

ADJUSTMENT FOR EXCESS MILEAGE: If at the end of the Lease term, the
LESSOR determines that the total mileage
per car has exceeded 40,000 miles in
any 12 month period, a charge of 2½ ¢
 (\$.025) per mile for each mile in excess
of 40,000 miles per car will be paid by
the LESSEE.

ADJUSTMENT FOR ESCALATION
IN PURCHASE PRICE OF CARS: The Rental per car, per month of \$490.00
will increase \$8.82 per \$1,000 increase
in material and manufacturing costs after
February 16, 1979, to the date of delivery.

MAINTENANCE ESCALATION: Commencing on the first day of the month
following the month of change in the
published AAR Car Repair Billing Freight

CERTIFICATE OF INSPECTION AND ACCEPTANCE

TO: THRALL CAR MANUFACTURING COMPANY
P. O. Box 218
Chicago Heights, Illinois 60411

Gentlemen:

The undersigned duly appointed inspector and representative of
Potter Co-Op Grain Company, Potter, Nebraska (Lessee)
hereby certifies that he has made a thorough examination of the following Railroad Cars
bearing numbers as follows:

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>CAR NUMBERS</u>
NINE (9)	4750 Cu. Ft. Capacity 100-Ton Covered Hopper Cars	TCAX TCAX 60060 thru 60068 Both Inclusive

and hereby accepts them for Lessee under and pursuant to that certain Rider No. 47911
dated April 2, 1979 for Lease dated April 2, 1979 between Transportation
Corporation Of America and LESSEE; that each of said Cars is plainly marked and stenciled
on both sides of each Car with the words:

TITLE TO THIS CAR SUBJECT TO DOCUMENTS RECORDED UNDER SECTION 20c
OF THE INTERSTATE COMMERCE ACT.

in readily visible letters, not less than 1" in height; and that each of said Cars fully
complies with the requirements, standards and specifications referred to in said Lease.

Inspector for
Potter Co-Op Grain Company,
Potter, Nebraska
LESSEE

Dated this _____ day of _____, 197