

**BRAE  
CORPORATION**

RECORDATION NO. 10844-L Filed 1425

JUN 24 1981 - 10 30 AM

INTERSTATE COMMERCE COMMISSION

1-175A073

No. JUN 24 1981  
Date.....  
Fee \$ 10.00  
ICC Washington, D. C.

June 5, 1981

Ms. Agatha Mergenovich, Secretary  
Interstate Commerce Commission  
Room 2215, 12th & Constitution  
Washington, D. C. 20023

Dear Ms. Mergenovich:

Enclosed for filing and recordation pursuant to the provisions of 49 U.S.C. Section 11303 are the notarized original and five copies of the following document:

Rider Number Three - Notification of Change of Car Numbers, dated as of March 31, 1981, to the Lease Agreement dated as of July 20, 1979, between BRAE Corporation and American Grain and Related Industries.

It relates to 119 LO Covered Hopper Cars marked as follows:

BRAE 260426 through BRAE 260544, inclusive

The names and addresses of the parties to the transaction evidenced by the document described above are as follows:

Lessor: BRAE Corporation  
Three Embarcadero Center, #1760  
San Francisco, California 94111

Lessee: American Grain and Related Industries  
P. O. Box 4887  
Des Moines, Iowa 50306

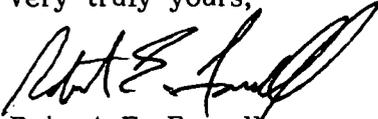
It is requested that this document be filed and recorded under the names of the parties as set forth above. In view of the fact that it relates to the Security Agreement Chattel Mortgage and Lease Assignment previously assigned Recordation No. 10844 (and filed September 25, 1979 at 10:05 a.m.) we request that it be assigned the next available letter designation under that primary number.

I also enclose a check for \$10.00 for the required recordation fee.

RECEIVED  
JUN 24 10 22 AM '81  
FEE 20.00

Please return: (1) your letter acknowledging the filing, (2) a receipt for the \$10.00 filing fee paid by check drawn on this firm, (3) the enclosed copies of this letter, and (4) copies of the document, retaining one for your files - all stamped with your official recordation information.

Very truly yours,

A handwritten signature in black ink, appearing to read "Robert E. Farrell". The signature is written in a cursive style with a large, sweeping initial "R".

Robert E. Farrell  
Counsel

ref nmd

Enclosures

cc: Alfred C. Dossa, Esq.

**Interstate Commerce Commission**  
**Washington, D.C. 20423**

OFFICE OF THE SECRETARY

Robert E. Farrell  
Brae Corporation  
Suite 1760  
Three Embarcadero Center  
San Francisco, CA. 94111

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 6/24/81 at 10:30AM, and assigned re-  
recording number(s). 10844-L

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

RECORDATION NO. 108444-2  
Filed 1425

JUN 24 1981 - 10 30 AM  
INTERSTATE COMMERCE COMMISSION

RIDER NO. 3

NOTIFICATION OF CHANGE OF CAR NUMBERS

This Rider shall be attached to and forms part of the Railroad Car Lease Agreement (the "Lease") dated as of July 20, 1979 between BRAE Corporation ("BRAE") and American Grain and Related Industries ("Lessee").

1. The terms used in this Rider No. 3 which are defined in the Lease shall have the same meanings herein as specified therein.

2. Rider Number Two, which replaced the original Rider attached to the Lease, is hereby deleted in its entirety and this Rider No. 3 is substituted therefor.

3. Of the 120 covered hopper cars which were formerly subject to both the Railroad Lease Agreement dated as of July 16, 1979 between BRAE and Warrenton Rail Road Company, and the Agreement dated as of July 20, 1979 between BRAE and Lessee, one of such cars has been destroyed and the remaining 119 of such cars have been renumbered from WAR 14000 through WAR 14099 and WAR 14230 through WAR 14249 to BRAX 260426 through BRAX 260544, and are now subject to this Lease:

<u>Quantity</u>	<u>Description</u>	<u>Numbers</u>	<u>Capacity</u>	<u>Fixed Rent</u>
119	Covered Hoppers	BRAX 260426 through BRAX 260544	4650 cu.ft.	\$494 per month

4. With respect to each of the Cars listed on this Rider No. 3 it is hereby agreed that the term of the Lease shall commence on the earlier of the date on which each such Car is remarked with the markings of BRAE, or upon termination of the Use Agreement; and shall terminate on August 31, 1984.

5. The redelivery point for the Cars pursuant to Section 25 of the Lease is Des Moines, Iowa.

6. All other terms and conditions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Rider No. 3 as of March 31, 1981.

BRAE CORPORATION  
By Agnes C. Dossa  
Title Vice President

AMERICAN GRAIN and RELATED INDUSTRIES  
By Thomas P. Sullivan  
Title V.P. Transportation

STATE OF Iowa )  
COUNTY OF Polk ) SS.

On this 1st day of June, 1981, before me personally appeared T. D. Williams, to me personally known, who being by me duly sworn says that such person is V.P. Transporter AMERICAN GRAIN AND RELATED INDUSTRIES (a Farmer-owned Cooperative), and that the foregoing Agreement was signed on behalf of said entity with due authorization and such person acknowledged that the execution of the foregoing instrument were the free acts and deeds of such entity.

Judith L. Nechulle  
Notary Public

STATE OF CALIFORNIA )  
CITY AND COUNTY OF SAN FRANCISCO ) SS.

On this 5<sup>th</sup> day of June, 1981, before me personally appeared Alfred C. Dossas, to me personally known, who being by me duly sworn says that such person is Vice President of BRAE CORPORATION, and that the foregoing Agreement was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument were the free acts and deeds of such corporation.

Nancy M. Derry  
Notary Public

