



# NORTH AMERICAN CAR CORPORATION

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

RECORDATION NO. 11417-Filed 1425  
EEEEEE

DEC 30 1980-3 40 PM

0-365A 082  
DEC 30 1980  
Date.....  
Fee \$ 20.00

INTERSTATE COMMERCE COMMISSION

December 22, 1980

Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

ICC Washington, D. C.

RE: Filing of Supplementary Rider No. 7 ("Rider") dated as of December 27, 1978 to Car Leasing Agreement 2747 ("Lease") between North American Car Corporation ("NAC") and Farmers Union Grain Terminal Association ("Lessee")

Dear Madam:

Enclosed for recording under 49 U.S.C. Section 11303 are an executed counterpart and four certified true copies of the Rider, which has been assigned to General Electric Credit and Leasing Corporation ("Assignee"), pursuant to a Bailment Agreement and Assignment of Leases ("Bailment Agreement") dated as of December 18, 1978 and amended on November 15, 1979 and recorded with the Interstate Commerce Commission on January 23, 1980, under Recordation No. 11417. Please record this Rider under that Recordation number.

The equipment is covered in the Rider and the names and addresses of the parties are as follows. The address of the Lessor, North American Car Corporation, is 222 South Riverside Plaza, Chicago, Illinois 60606 and the address of the above named Lessee is 1667 North Snelling Avenue, St. Paul, Minnesota 55108. Please cross index this filing against the name of that Lessee.

The Rider supplements the Lease by subjecting the equipment described in the Rider to the terms of the Lease, thereby leasing the same to the Lessee. The Bailment Agreement provides that NAC shall hold, lease, maintain and perform certain administrative and other services with respect to the equipment covered by the Lease and that NAC assigns to Assignee all its interest in, but not its obligations under, the Lease (including amounts received or credited for mileage compensation relating to that leased equipment). The equipment covered by the Lease has been or is to be sold to Assignee.

DEC 30 3 30 PM '80  
INDUSTRIAL FILES  
BRANCH

*This was is  
11417-EEEEEE*

**TIGER LEASING GROUP**

Secretary  
Interstate Commerce Commission

Page 2

---

Also enclosed is a check payable to the Interstate Commerce Commission in the amount of \$20 for the required recording fee. Pursuant to the Commission's rules and regulations for the recording of certain documents under 49 U.S.C. Section 11303, you are hereby requested to duly file one certified true copy for record in your office, cross-indexing the same so stated above, and to return the executed counterpart and the remaining three certified true copies, the Secretary's Certificate of Recording, and related fee receipt, to the messenger making this delivery.

If you have any questions, please contact the undersigned.

Very truly yours,



Edward H. Soderstrom, II  
Assistant Secretary

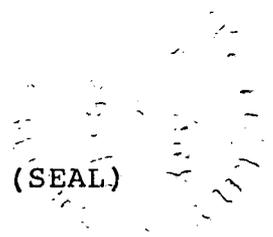
enclosure

RECORDATION NO. 11417- EEEEEEE  
File: 11417

DEC 30 1980-3 40 PM

C E R T I F I C A T E INTERSTATE COMMERCE COMMISSION

I hereby certify that I have compared this certified, true copy of Rider No. 7 to Car Leasing Agreement 2747 between North American Car Corporation and Farmers Union Grain Terminal Association dated December 27, 1978 to the original of such Rider and that this copy is a true and correct copy in all respects.



(SEAL)

Judi Prewitt

My Commission Expires March 28, 1983

KEEP  
ICC FILE COPY  
11417-EEEEEE

RIDER NO. 7  
Forming Part of  
NORTH AMERICAN CAR CORPORATION  
CAR LEASING AGREEMENT 2747

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>
Forty (40)	4750 cubic foot capacity covered hopper cars, unlined, for shipment of Grain (reporting marks presently not available)	\$435.00

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

For each mile in excess of 30,000 x days in service that each car covered by this Rider travels in a calendar year, there will be an additional charge of \$0.02.

Notwithstanding the provisions of paragraph 19 of the aforesaid Car Leasing Agreement, it is understood and agreed that Lessee shall release the cars subject to this Rider and each Rider hereafter or heretofore entered into under such Agreement, at a point or points designated by North American.

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 Modifications for the first thirty days. In the event North American in its sole discretion determines prior to making any Modifications 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 Modifications, 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 Modifications are 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 up to and including August 31, 1984.

Dated this 27th day of December, 1978.

ATTEST:

*James M. Boyle*  
Assistant Secretary

NORTH AMERICAN CAR CORPORATION

By *Richard L. Allen*  
Vice President

ATTEST:

*Audrey J. Butler*  
Assistant Secretary

FARMERS UNION GRAIN TERMINAL ASSOCIATION

By *Wesley W. Hansen*  
Vice President

"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".



TIGER  
LEASING  
GROUP

# NORTH AMERICAN CAR CORPORATION

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

June 28, 1979

Farmers Union Grain Terminal Association  
1667 Snelling Avenue, North  
St. Paul, Minnesota 55108

Re: Car Leasing Agreement 2747  
Rider No. 7

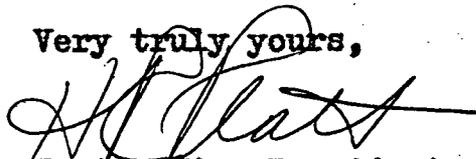
Gentlemen:

The cars with the following reporting marks are to be subjected to Rider No. 7 of Car Leasing Agreement 2747:

NAHX 482075 thru 482114.

Please sign and return two executed copies of this letter for our files.

Very truly yours,

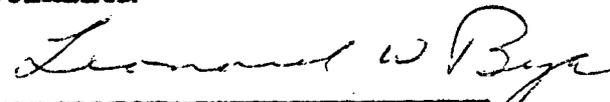


Senior Vice President

ACCEPTED:

FARMERS UNION GRAIN TERMINAL  
ASSOCIATION

By:



(Title) General Mgr

Dated:

7-10-79

CAR LEASING AGREEMENT 2747  
RIDER NO. 7

State of Illinois )  
                  ) SS:  
County of Cook    )

On this 1st day of April, 1982, before me personally appeared R. V. Underwood, to me personally known, who, being by me duly sworn, says that he is a President of North American Car Corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors or other due authority, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Law Catalano

Notary Public

My Commission expires 8-14-83

(Notarial Seal)

State of Illinois )  
                  ) SS:  
County of Franklin )

On this 15th day of June, 1982, before me personally appeared James W. ..., to me personally known, who, being by me duly sworn, says that he is a President of North American Car Corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors or other due authority, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

My Commission expires \_\_\_\_\_

Charles E. Lyons



(Notarial Seal)