Dial Leasing Corporation of Iowa
207 Ninth Street
Des Moines, Iowa 50307
(515) 243-2131

11531-A
RECORDATION NO. ..... Filed 1425
FEB 25 1980 -11 50 AM
INTERSTATE COMMERCE COMMISSION

11531-B
RECORDATION NO. ..... Filed 1425
FEB 25 1980 -11 50 AM
INTERSTATE COMMERCE COMMISSION

11531-C
RECORDATION NO. ..... Filed 1425
FEB 25 1980 -11 50 AM
INTERSTATE COMMERCE COMMISSION

11531-E
RECORDATION NO. ..... Filed 1425
FEB 25 1980 -11 50 AM
INTERSTATE COMMERCE COMMISSION

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RECORDATION NO. ..... Filed 1425
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INTERSTATE COMMERCE COMMISSION

February 20, 1980

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

No. 0-056A070
Date FEB 25 1980
Fee $ 210.00
ICC Washington, D. C.

South Soo Grain Company
Equipment Lease dated as of February 1, 1980

Dear Sir:

Pursuant to 49 U.S.C. Section 11303(a), I enclose herewith, for filing and recordation, counterparts of the following documents:

11531-A
RECORDATION NO. ..... Filed 1425
FEB 25 1980 -11 50 AM
INTERSTATE COMMERCE COMMISSION

1. Equipment Lease dated as of February 1, 1980 between First Security Bank of Utah, N.A. as Lessor and South Soo Grain Company as Lessee.

2. Indenture dated as of February 1, 1980 between First Security Bank of Utah, N.A. as Owner Trustee and Central Life Assurance Company as Lender.

3. Supplemental Indenture dated as of February 8, 1980 between First Security Bank of Utah, N.A. as Owner Trustee and Central Life Assurance Company as Lender.

4. Purchase Order Assignment dated as of February 6, 1980 between First Security Bank of Utah, N.A. as Owner Trustee and Railway Marketing Corporation as Purchaser.

5. Security Agreement dated as of February 1, 1980 between South Soo Grain Company as Lessee and First Security Bank of Utah, N.A. as Lessor.

6. Assignment of Rights dated as of February 10, 1980 between Central Life Assurance Company as Assignee and First Security Bank of Utah, N.A. as Assignor.

The Names and Addresses of the parties to the aforementioned Documents are as follows:

(1) Owner Trustee/Lessor/Assignor

First Security Bank of Utah, N.A.
79 South Main Street, Suite 310
Salt Lake City, Utah 84110

(2) Lessee

South Soo Grain Company
425 West Highway 20
South Sioux City, Nebraska 68776

(3) Lender/Assignee

Central Life Assurance Company
611 Fifth Avenue
Des Moines, Iowa 50306

Purchaser
(4) Railway Marketing, Inc.
Islands Complex
Seagull Road, House #143
Crystal River, Florida 32629

(5) Manufacturer

Trinity Industries, Inc.
4001 Irving Blvd.
Box 10587
Dallas, Texas 75207

Please file and record the documents referred to herein and cross-index them under the names of the Lessee, Owner Trustee/Lessor/Assignor, Lender/Assignee, Purchaser, and Manufacturer.

The Equipment covered by the aforementioned documents consists of:

Fifteen (15), new 4750 Cubic Foot, 3 compartment, covered railroad hopper cars with trough hatches and gravity unloading gates, mounted on 100 ton trucks with roller bearings, manufactured by Trinity Industries, Inc., with Serial Number SSGX 111 thru SSGX 125 inclusive.
and
Five (5) used 1973, 4750 Cubic Foot, Triple covered hopper cars manufactured by Pullman Standard, with Serial Numbers SSGX 101 thru SSGX 105 inclusive.

Please stamp all counterparts of the enclosed Documents with your official recording stamp. You will wish to retain a copy of the instruments for your files. It is requested that the remaining counterparts be delivered to the bearer of this letter.

Very truly yours,

Mike J. Keller

Mike J. Keller
Director of Leveraged Leasing
Dial Leasing Corporation of Iowa

MJK/jlap

RECORDATION NO. 11531 B Filed 1425

FEB 25 1980 -11 50 AM

INTERSTATE COMMERCE COMMISSION

CERTIFICATION

STATE OF UTAH)
ss:
County of Salt Lake)

On this 21st day of February, 1980, before me personally appeared JOHN R. SAGER, whose signature appears below, to me personally known, who being by me duly sworn, says that he is the TRUST ADMINISTRATOR of First Security Bank of Utah, N.A., and certified to me that the attached copy is a true and correct copy of the Supplemental Indenture dated February 1, 1980 between First Security Bank of Utah, N.A. and Central Life Assurance Company, that said instrument was signed on behalf of the First Security Bank of Utah, N.A. by authority of its Board of Directors, and he further acknowledged that the execution of the foregoing instrument was the free act and deed of the First Security Bank of Utah, N.A.

First Security Bank of Utah, N.A.

Dated: February 21, 1980 Notary: Randy R Marchant

My Commission Expires: February 8, 1982

DUPLICATE

SUPPLEMENTAL INDENTURE

THIS SUPPLEMENTAL INDENTURE dated the date set forth in Exhibit A hereto, supplementing the Indenture dated as of February 1, 1980 (the Indenture) between Central Life Assurance Company, as Lender (the Lender), and FIRST SECURITY BANK OF UTAH, N.A., a national banking association, not in its individual capacity, but solely as trustee (the Owner Trustee) under a Master Trust Agreement dated as of November 15, 1979 between it and Dial Leasing Corporation of Iowa.

W I T N E S S E T H:

Whereas, the Lessee herein named has executed and delivered to the Owner Trustee the Lease herein defined;

Whereas, the Participation Agreement herein defined has been executed and delivered;

Whereas, pursuant to Section 13.01 of the Indenture, each separate exhibit attached hereto creates a separate Supplement (Supplement) (numbered the number set forth and dated the date set forth in each said exhibit) with respect to each series of promissory notes referred to in said exhibit;

N o w, T h e r e f o r e, in consideration of the premises and of other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01. The terms used in each Supplement shall, except as otherwise stated have the meanings assigned to them in the Indenture.

SECTION 1.02. For the purposes of each Supplement, and of the Indenture insofar as it relates to the Note created by each Supplement, the terms Maximum Aggregate Principal Amount, Rate of Interest, Interest Payment Dates, Principal Payment Dates, Premium, Long-Term Debt Rate, Commencement Date, First Interest Payment Date, First Principal Payment Date, Last Principal Payment Date, Rate of Interest on Overdue Payments of Principal, Premium and Interest, Lessee, Trustors, Related Beneficiary, Related Beneficiary's Counsel, and Additional Security shall have the meanings with respect to the Note set forth in the Exhibits hereto; and the following meanings for all purposes and, together with all other defined terms herein, shall include the plural as well as the singular:

> Equipment, and individually an Item or Item of Equipment, and, with respect to each Item of Leased Equipment, Group of Equipment shall have the meanings set forth in the Lease.

Assignment of Rights shall mean the Assignment of Rights dated as of February 10, 1980 between the Owner Trustee and the Lender.

Lease shall mean the equipment lease between South Soo Grain Company and the Owner Trustee, dated February 1, 1980.

Lessee shall mean the entity named as "Lessee" in Exhibits hereto.

Lessee's Counsel shall mean the counsel named as "Lessee's Counsel" in the Lease.

Note shall mean the promissory note created by the Indenture.

Participation Agreement shall mean the Participation Agreement dated as of February 1, 1980 among the Owner Trustee, the Lender, the Lessee, and the Trustor, which Participation Agreement contemplates a loan by the Lender to the Owner Trustee and the investment by Dial Leasing Corporation of Iowa in the Related Equipment.

Closing Date shall mean the date as defined as "Closing Date" in the Participation Agreement.

ARTICLE II

NOTE ESTABLISHED BY EACH SUPPLEMENT

SECTION 2.01. As established by the Indenture a promissory note identified in Exhibits hereto is hereby confirmed and is to be known and entitled as set forth therein. The Note is in an aggregate principal amount not exceeding the Maximum Aggregate Principal Amount relating to said Note.

SECTION 2.02. The Note shall be dated the date of its authentication which shall be a Closing Date. The Note shall bear interest from and including their respective dates on the unpaid principal balance thereof at the Rate of Interest, payable at the frequency set forth in Exhibits hereto with respect to the Note on the Interest Payment Dates commencing on the First Interest Payment Date. The principal of the Note shall be payable in installments on the Principal Payment Dates commencing on the First Principal Payment Date and ending on the Last Principal Payment Date. The amount of each payment shall be set forth on the Loan Schedule attached to the Indenture.

SECTION 2.03. To the extent permitted by law, the Note shall also bear interest on any part of the principal thereof or premium, if any, or interest thereon not paid when due for the period when the same shall be overdue at the Rate of Overdue Payments of Principal, Premium and Interest. Unless an Event of Default (as defined in the Lease) shall occur and be continuing, interest payable on any overdue payment of principal, premium or interest shall be paid only from amounts collected by the Owner Trustee as interest at the Overdue Rate (as defined in the Lease) under the terms of the Lease.

ARTICLE III

CONDITIONS TO EXECUTION OF THIS SUPPLEMENT

SECTION 3.01. The requirements and conditions set forth in Section 13.02 of the Indenture shall also include those, if any, set forth in Exhibits hereto with respect to the Note.

ARTICLE IV

PREPAYMENT

SECTION 4.01. The Note shall also be subject to prepayment upon the terms and conditions, if any, set forth in Exhibits.

ARTICLE V

RELATED BENEFICIARY

SECTION 5.01. The address to which notice to the Trustor shall be addressed is set forth in Exhibits hereto.

ARTICLE VI

ADDITIONAL SECURITY

SECTION 6.01. If there is additional security for the Note other than the Groups of Equipment, such security shall be identified in Exhibits hereto (Additional Security) with respect thee Note. The Owner Trustee's right, title and interest in the Additional Security, as security for the due and punctual payment of the principal of and premium, if any, and interest on the Note for which such Additional Security is to be security shall be assigned in the Assignment of Additional Rights dated as of February 10, 1980. Notwithstanding anything herein or in the Indenture or the Assignment of Rights to the contrary, upon the payment in full including prepayment as provided for herein or in the Indenture, of all the Note relating to the Additional Security, the security interest created by the security agreement with respect to the Additional Security shall terminate.

ARTICLE VII

MODIFICATION OF INDENTURE AND SUPPLEMENTAL INDENTURE

SECTION 7.01. This Supplemental Indenture and the Indenture, insofar as it relates to the Note, are hereby amended and modified to the extent and in the manner set forth in Exhibits relating to the Note and may be further amended and modified by subsequent Supplemental Indentures.

ARTICLE VIII

MISCELLANEOUS

SECTION 8.01. Although this Supplemental Indenture may be dated for convenience and for the purpose of reference as of the date mentioned, the

actual dates of execution by the Owner Trustee and the Lender are as indicated by their respective acknowledgments hereto annexed.

SECTION 8.02. This Supplemental Indenture may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute but one and the same instrument. Fully executed sets of counterparts shall be delivered to, and retained by the Owner Trustee and the Lender.

IN WITNESS WHEREOF, the parties hereto have each caused this Supplemental Indenture to be duly executed by their respective officers thereunto duly authorized, as of the date set forth in Exhibits hereto.

FIRST SECURITY BANK OF UTAH, N.A., not in its individual capacity, but solely as trustee under a Master Trust Agreement dated as of November 15, 1979, between it and Dial Leasing Corporation of Iowa,
as Owner Trustee

By _____
Authorized Officer

Attest:

_____
Authorized Officer

CENTRAL LIFE ASSURANCE COMPANY
as Lender

(Corporate Seal)

By _____

Attest:

_____
Assistant Secretary

DUPLICATE

STATE OF IOWA)
)ss.
COUNTY OF POLK)

On the _____ day of _____, _____, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that he resides in _____ _____; that he is a _____ of Central Life Assurance Company, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the By-Laws of said corporation, and that he signed his name thereto by like order.

_____
Notary Public

(NOTARIAL SEAL)

STATE OF UTAH)
)ss.
COUNTY OF SALT LAKE)

On the ~~first~~ 21st day of February, 1980, personally appeared before me, JOHN R. SAGER who, being by me duly sworn, did say, that he is an Authorized Officer of FIRST SECURITY BANK OF UTAH, N.A., and that said instrument was signed in behalf of said national banking association by authority of its By-Laws and by resolution of its board of directors, and said JOHN R. SAGER acknowledged to me that said national banking association executed the same.

Randy R Marchant
Notary Public

(NOTARIAL SEAL)

EXHIBIT A

Supplement Number:	1
Date of Supplement:	February 8, 1980
Name of Lessee:	South Soo Grain Company
Related Beneficiary:	Dial Leasing Corporation of Iowa
Title of Note:	Promissory Note
Maximum Aggregate Principal Amount of Note:	$498,605.62
Frequency of Interest Payment:	Monthly
Rate of Interest on Note:	From and including the date of issuance thereof to but excluding the Long-Term Debt Rate Commencement Date, Note shall bear interest at a rate to 12.125% per annum, computed on the basis of a 360-day year and actual days elapsed. From and including the Long-Term Debt Rate Commencement Date to but excluding the date payment in full of the respective principal amounts thereof is made, bear interest at the rate of 12.125% per annum (the Long-Term Debt Rate) computed on the basis of a 360-day year.
Interest Payment Dates:	The first of each month following the first Interest Payment Date.
Principal Payment Dates:	Same as Interest Payment Dates.
Amount of Note:	67% of Security for total Group of Equipment
Interim Interest:	Interest due from the date of Note until the Long-Term Debt Rate Commencement Date.
Interim Interest Payment Date:	March 1, 1980
Amount of Interest and Principal Payments:	Those amounts indicated on the Loan Schedule attached to Promissory Note
Payments Wire Transferred to:	Iowa Des Moines National Bank 7th & Walnut Des Moines, Iowa 50306 For the Account of Central Life Assurance Company Account #000756 Identified: Principal &/or Interest on South Soo Grain Company, 1980 Equipment Lease

Long-Term Debt Rate Commencement Date:	March 1, 1980
First Interest Payment Date:	April 1, 1980
First Principal Payment Date:	April 1, 1980
Last Principal and Interest Payment Date:	February 1, 1995
Rate of Interest on Overdue Payments of Principal, Premium and Interest:	One percent in excess of the Long-Term Debt Rate on Notes of each Series.
Premium:	There is no right of prepayment during the first 10 years under the Related Lease except as a result of on event of loss. After the 10th year, if Lessee chooses to exercise its right under Section 12 of the Related Lease, the Owner Trustee will disburse funds as provided under Section 6.02 (b) of the Indenture. A part of the payment to the Lender under Section 6.02 (b) of the Indenture shall include a Premium. The Premium will be calculated by multiplying the penalty percentage times the outstanding principal of the Note as of the date of prepayment. The Premium is based on a 5% penalty in the 11th year of the Note and reduced 1% per year until the 15th year when the Premium will be 1% and it shall remain at that rate until the end of the 15th year of the Note at which time the principal payment is due with no such Premium.
Security for Note	<u>Security</u> a) Group of Equipment as defined in Lease b) Lease and its proceeds <u>Additional Security</u> a) Security Interest in Five 1973 Pullman Standard 4750 cubic foot triple covered hooper cars, bearing the numbers SSGX 101 thru 105

Name and Address of Trustor:	Dial Leasing Corporation of Iowa 207 Ninth Street Des Moines, IA 50307 Attention: Michael J. Keller, Esq.
Trustor's Counsel:	Michael J. Keller, Esq.
Modification of Provisions of Indenture:	None

CERTIFICATION

STATE OF IOWA)
County of Polk) ss:

On this 21st day of February, 1980, before me personally appeared James A Smallenberger, whose name appears below, to me personally known, who being duly sworn, says that he is the Vice President of Central Life Assurance Company, and certified to me that the attached copy is a true and correct copy of the Supplemental Indenture dated February 8, 1980 between the First Security Bank of Utah, N.A. and Central Life Assurance Company, that said instrument was signed on behalf of the Central Life Assurance Company by authority of its Board of Directors, and he further acknowledged that the execution of the foregoing instrument was the free act and deed of the Central Life Assurance Company.

James A. Smallenberger
Central Life Assurance Company

Dated: February 21, 1980 Notary: Linda Andreini

My Commission Expires: LINDA ANDREINI MY COMMISSION EXPIRES 9-30-80

DUPLICATE

SUPPLEMENTAL INDENTURE

THIS SUPPLEMENTAL INDENTURE dated the date set forth in Exhibit A hereto, supplementing the Indenture dated as of February 1, 1980 (the Indenture) between Central Life Assurance Company, as Lender (the Lender), and FIRST SECURITY BANK OF UTAH, N.A., a national banking association, not in its individual capacity, but solely as trustee (the Owner Trustee) under a Master Trust Agreement dated as of November 15, 1979 between it and Dial Leasing Corporation of Iowa.

W I T N E S S E T H:

Whereas, the Lessee herein named has executed and delivered to the Owner Trustee the Lease herein defined;

Whereas, the Participation Agreement herein defined has been executed and delivered;

Whereas, pursuant to Section 13.01 of the Indenture, each separate exhibit attached hereto creates a separate Supplement (Supplement) (numbered the number set forth and dated the date set forth in each said exhibit) with respect to each series of promissory notes referred to in said exhibit;

N o w, T h e r e f o r e, in consideration of the premises and of other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01. The terms used in each Supplement shall, except as otherwise stated have the meanings assigned to them in the Indenture.

SECTION 1.02. For the purposes of each Supplement, and of the Indenture insofar as it relates to the Note created by each Supplement, the terms Maximum Aggregate Principal Amount, Rate of Interest, Interest Payment Dates, Principal Payment Dates, Premium, Long-Term Debt Rate, Commencement Date, First Interest Payment Date, First Principal Payment Date, Last Principal Payment Date, Rate of Interest on Overdue Payments of Principal, Premium and Interest, Lessee, Trustors, Related Beneficiary, Related Beneficiary's Counsel, and Additional Security shall have the meanings with respect to the Note set forth in the Exhibits hereto; and the following meanings for all purposes and, together with all other defined terms herein, shall include the plural as well as the singular:

> Equipment, and individually an Item or Item of Equipment, and, with respect to each Item of Leased Equipment, Group of Equipment shall have the meanings set forth in the Lease.

Assignment of Rights shall mean the Assignment of Rights dated as of February 10, 1980 between the Owner Trustee and the Lender.

Lease shall mean the equipment lease between South Soo Grain Company and the Owner Trustee, dated February 1, 1980.

Lessee shall mean the entity named as "Lessee" in Exhibits hereto.

Lessee's Counsel shall mean the counsel named as "Lessee's Counsel" in the Lease.

Note shall mean the promissory note created by the Indenture.

Participation Agreement shall mean the Participation Agreement dated as of February 1, 1980 among the Owner Trustee, the Lender, the Lessee, and the Trustor, which Participation Agreement contemplates a loan by the Lender to the Owner Trustee and the investment by Dial Leasing Corporation of Iowa in the Related Equipment.

Closing Date shall mean the date as defined as "Closing Date" in the Participation Agreement.

ARTICLE II

NOTE ESTABLISHED BY EACH SUPPLEMENT

SECTION 2.01. As established by the Indenture a promissory note identified in Exhibits hereto is hereby confirmed and is to be known and entitled as set forth therein. The Note is in an aggregate principal amount not exceeding the Maximum Aggregate Principal Amount relating to said Note.

SECTION 2.02. The Note shall be dated the date of its authentication which shall be a Closing Date. The Note shall bear interest from and including their respective dates on the unpaid principal balance thereof at the Rate of Interest, payable at the frequency set forth in Exhibits hereto with respect to the Note on the Interest Payment Dates commencing on the First Interest Payment Date. The principal of the Note shall be payable in installments on the Principal Payment Dates commencing on the First Principal Payment Date and ending on the Last Principal Payment Date. The amount of each payment shall be set forth on the Loan Schedule attached to the Indenture.

SECTION 2.03. To the extent permitted by law, the Note shall also bear interest on any part of the principal thereof or premium, if any, or interest thereon not paid when due for the period when the same shall be overdue at the Rate of Overdue Payments of Principal, Premium and Interest. Unless an Event of Default (as defined in the Lease) shall occur and be continuing, interest payable on any overdue payment of principal, premium or interest shall be paid only from amounts collected by the Owner Trustee as interest at the Overdue Rate (as defined in the Lease) under the terms of the Lease.

ARTICLE III

CONDITIONS TO EXECUTION OF THIS SUPPLEMENT

SECTION 3.01. The requirements and conditions set forth in Section 13.02 of the Indenture shall also include those, if any, set forth in Exhibits hereto with respect to the Note.

ARTICLE IV

PREPAYMENT

SECTION 4.01. The Note shall also be subject to prepayment upon the terms and conditions, if any, set forth in Exhibits.

ARTICLE V

RELATED BENEFICIARY

SECTION 5.01. The address to which notice to the Trustor shall be addressed is set forth in Exhibits hereto.

ARTICLE VI

ADDITIONAL SECURITY

SECTION 6.01. If there is additional security for the Note other than the Groups of Equipment, such security shall be identified in Exhibits hereto (Additional Security) with respect thee Note. The Owner Trustee's right, title and interest in the Additional Security, as security for the due and punctual payment of the principal of and premium, if any, and interest on the Note for which such Additional Security is to be security shall be assigned in the Assignment of Additional Rights dated as of February 10, 1980. Notwithstanding anything herein or in the Indenture or the Assignment of Rights to the contrary, upon the payment in full including prepayment as provided for herein or in the Indenture, of all the Note relating to the Additional Security, the security interest created by the security agreement with respect to the Additional Security shall terminate.

ARTICLE VII

MODIFICATION OF INDENTURE AND SUPPLEMENTAL INDENTURE

SECTION 7.01. This Supplemental Indenture and the Indenture, insofar as it relates to the Note, are hereby amended and modified to the extent and in the manner set forth in Exhibits relating to the Note and may be further amended and modified by subsequent Supplemental Indentures.

ARTICLE VIII

MISCELLANEOUS

SECTION 8.01. Although this Supplemental Indenture may be dated for convenience and for the purpose of reference as of the date mentioned, the

actual dates of execution by the Owner Trustee and the Lender are as indicated by their respective acknowledgments hereto annexed.

SECTION 8.02. This Supplemental Indenture may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute but one and the same instrument. Fully executed sets of counterparts shall be delivered to, and retained by the Owner Trustee and the Lender.

IN WITNESS WHEREOF, the parties hereto have each caused this Supplemental Indenture to be duly executed by their respective officers thereunto duly authorized, as of the date set forth in Exhibits hereto.

FIRST SECURITY BANK OF UTAH, N.A.,
not in its individual capacity, but
solely as trustee under a Master
Trust Agreement dated as of November
15, 1979, between it and Dial Leasing
Corporation of Iowa,
as Owner Trustee

By _____
Authorized Officer

Attest:

_____
Authorized Officer

CENTRAL LIFE ASSURANCE COMPANY
as Lender

By _____

(Corporate Seal)

Attest:

_____
Assistant Secretary

DUPLICATE

STATE OF IOWA)
)ss.
COUNTY OF POLK)

On the 20th day of February, 1980, before me personally came James A Smallenberger, to me known, who, being by me duly sworn, did depose and say that he resides in Des Moines, IA; that he is a Vice President of Central Life Assurance Company, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the By-Laws of said corporation, and that he signed his name thereto by like order.

Linda Andreini
Notary Public

LINDA ANDREINI
MY COMMISSION EXPIRES
9-30-80

(NOTARIAL SEAL)

STATE OF UTAH)
)ss.
COUNTY OF SALT LAKE)

On the first day of February, 1980, personally appeared before me, _____ who, being by me duly sworn, did say, that he is an Authorized Officer of FIRST SECURITY BANK OF UTAH, N.A., and that said instrument was signed in behalf of said national banking association by authority of its By-Laws and by resolution of its board of directors, and said _____ acknowledged to me that said national banking association executed the same.

_____
Notary Public

(NOTARIAL SEAL)

EXHIBIT A

Supplement Number:	1
Date of Supplement:	February 8, 1980
Name of Lessee:	South Soo Grain Company
Related Beneficiary:	Dial Leasing Corporation of Iowa
Title of Note:	Promissory Note
Maximum Aggregate Principal Amount of Note:	$498,605.62
Frequency of Interest Payment:	Monthly
Rate of Interest on Note:	From and including the date of issuance thereof to but excluding the Long-Term Debt Rate Commencement Date, Note shall bear interest at a rate to 12.125% per annum, computed on the basis of a 360-day year and actual days elapsed. From and including the Long-Term Debt Rate Commencement Date to but excluding the date payment in full of the respective principal amounts thereof is made, bear interest at the rate of 12.125% per annum (the Long-Term Debt Rate) computed on the basis of a 360-day year.
Interest Payment Dates:	The first of each month following the first Interest Payment Date.
Principal Payment Dates:	Same as Interest Payment Dates.
Amount of Note:	67% of Security for total Group of Equipment
Interim Interest:	Interest due from the date of Note until the Long-Term Debt Rate Commencement Date.
Interim Interest Payment Date:	March 1, 1980
Amount of Interest and Principal Payments:	Those amounts indicated on the Loan Schedule attached to Promissory Note
Payments Wire Transferred to:	Iowa Des Moines National Bank 7th & Walnut Des Moines, Iowa 50306 For the Account of Central Life Assurance Company Account #000756 Identified: Principal &/or Interest on South Soo Grain Company, 1980 Equipment Lease

Long-Term Debt Rate Commencement Date:	March 1, 1980
First Interest Payment Date:	April 1, 1980
First Principal Payment Date:	April 1, 1980
Last Principal and Interest Payment Date:	February 1, 1995
Rate of Interest on Overdue Payments of Principal, Premium and Interest:	One percent in excess of the Long-Term Debt Rate on Notes of each Series.
Premium:	There is no right of prepayment during the first 10 years under the Related Lease except as a result of on event of loss. After the 10th year, if Lessee chooses to exercise its right under Section 12 of the Related Lease, the Owner Trustee will disburse funds as provided under Section 6.02 (b) of the Indenture. A part of the payment to the Lender under Section 6.02 (b) of the Indenture shall include a Premium. The Premium will be calculated by multiplying the penalty percentage times the outstanding principal of the Note as of the date of prepayment. The Premium is based on a 5% penalty in the 11th year of the Note and reduced 1% per year until the 15th year when the Premium will be 1% and it shall remain at that rate until the end of the 15th year of the Note at which time the principal payment is due with no such Premium.
Security for Note	<u>Security</u> a) Group of Equipment as defined in Lease b) Lease and its proceeds <u>Additional Security</u> a) Security Interest in Five 1973 Pullman Standard 4750 cubic foot triple covered hooper cars, bearing the numbers SSGX 101 thru 105

Name and Address of Trustor:	Dial Leasing Corporation of Iowa 207 Ninth Street Des Moines, IA 50307 Attention: Michael J. Keller, Esq.
Trustor's Counsel:	Michael J. Keller, Esq.
Modification of Provisions of Indenture:	None