

TRUCK
LEASING
GROUP

NORTH AMERICAN CAR CORPORATION

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

RECORDATION NO. 11417-20 FILED 1428

February 22, 1980 **MAR 4 1980 10 10 PM** **0-064A043**

INTERSTATE COMMERCE COMMISSION

Date **MAR 4 19**

Fee \$ 20.00

ICC Washington, D.C.

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

*Mrs Lee -
The one is
11417-JJ*

RE: Section 11303 Filing: Supplementary Rider No. 3 dated as of April 19, 1979, ("Lease") to Car Leasing Agreement 3697 between North American Car Corporation ("Lessor") and Holdrege Cooperative Equity Exchange ("Lessee") in supplement of the Bailment Agreement and Assignment of Leases ("Assignment of Leases") dated as of November 2, 1979, 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, 310 Logan, Holdrege, Nebraska 68949, 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 1:15 p.m. on January 23, 1980, under Recordation No. 11417.

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 thereto, all in accordance with the Lease and the Assignment of Leases.

Country Club

TIGER LEASING GROUP

Secretary
Interstate Commerce Commission

Page Two

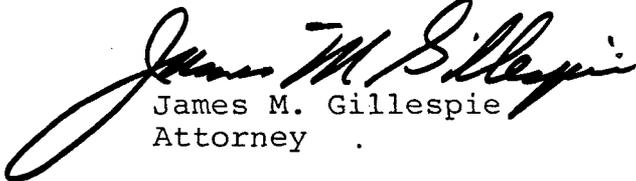
Also enclosed is a check, payable to the Interstate Commerce Commission in the amount of \$10.00 as the recording fee for the Lease *supplementary fees, and \$10.00 for cross indexing requested below.*

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.

Done
1/11/51  Please cross index this filing against the name of the Lessee, Holdrege Cooperative Equity Exchange.

If you have any questions, please contact me.

Very truly yours,


James M. Gillespie
Attorney

enclosure

RECORDATION NO. 1141799

MAR 4 1980 10 PM

INTERSTATE COMMERCE COMMISSION

C E R T I F I C A T E

I hereby certify that I have compared this certified, true copy of Rider No. 3 to Car Leasing Agreement 3697 between North American Car Corporation and Holdrege Cooperative Equity Exchange dated April 19, 1979, to the original of such Rider and that this copy is a true and correct copy in all respects.

Debra A Kelly

(SEAL)

My Commission Expires February 23, 1983.

RIDER NO. 3
Forming Part of
NORTH AMERICAN CAR CORPORATION
CAR LEASING AGREEMENT 3697

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>
Ten (10)	4750 cubic foot capacity covered hopper cars, for shipment of Grain (NAHX 482050 thru 482059)	\$480.00

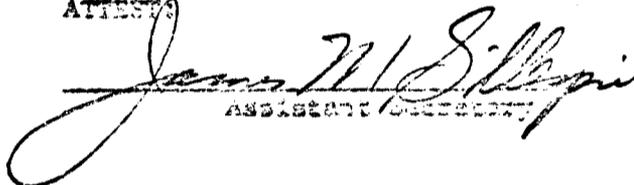
Lessee agrees to be responsible for all freight charges incurred in the shipment of said cars to Lessee.

For each mile in excess of 25,000 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.

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 10th day of April, 1979.

ATTEST:

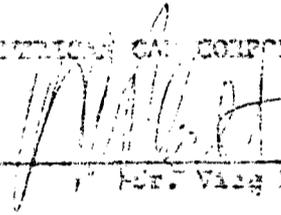

Assistant Secretary

ATTEST:

Secretary

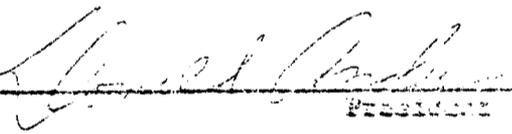
NORTH AMERICAN CAR CORPORATION

By


For. Vice President

HOLDINGS COOPERATIVE EQUITY EXCHANGE

By


President

"This Lease is a COUNTERPART ORIGINAL. No as-
signed copy of this lease may
be created or attached to it by the transfer of
possession of the copy marked "ORIGINAL."

