



NORTH AMERICAN CAR CORPORATION

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

REC'D
11417-XXXXXX
DEC 30 1980-3 40 PM

0-365A082

INTERSTATE COMMERCE COMMISSION

December 22, 1980

No. DEC 30 1980
Date...
Fee \$20.00

ICC Washington, D. C.

*This one is
11417-XXXXXX*

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

RE: Filing of Supplementary Rider No. 13 ("Rider") dated as of January 7, 1980 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.

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Secretary
Interstate Commerce Commission

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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

REGISTRATION NO. 11417-XXXXXX Filed 1975

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CERTIFICATE INTERSTATE COMMERCE COMMISSION

I hereby certify that I have compared this certified, true copy of Rider No. 13 to Car Leasing Agreement 2747 between North American Car Corporation and Farmers Union Grain Terminal Association dated January 7, 1980 to the original of such Rider and that this copy is a true and correct copy in all respects.

Daura A Kelly

(SEAL)

My Commission Expires My Commission Expires 2-1-1983

KEEP
ICC FILE COPY
11417-XXXXXX

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 For Car</u>
Nine (9)	6750 cubic foot capacity covered hopper cars, for shipment of Grain (MARK 462604 thru 463612)	\$490.00

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

For each mile in excess of 20,000 per day in service that each car covered by this Rider travels in a calendar year, there will be an additional charge of \$0.025.

North American and Lessee agree that the rental rate as shown above shall be increased \$1.40 per car per month for each point increase in the Wholesale Price Index of Consumer Prices (railroad equipment - code 144), according to the latest information available as reported in the current "Survey of Current Business", published by the U. S. Department of Commerce, as of the date the first car is released for delivery to Lessee, over a base of 100.0 as reported for March, 1959. No rate thus calculated shall be applied to the amount 10.00.

In the event that during the term hereof, the U. S. Department of Transportation, or any other governmental agency or non-governmental agency which has jurisdiction over the operation, safety or use of railroad equipment, requires that North American shall so notify, or in any manner adjust, the use of the cars 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 day reported by North American as 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 Modification for the first sixty days. In the event North American in its sole discretion determines prior to making any Modification that the cost thereof is not cost critical to Lessee in view of the extended remaining useful life of such car, and North American elects to permanently remove such car from Lessee's service rather than to make any such Modification, 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 Modification is made to the car.

The term of use of the cars shall be for a period of 36 months commencing on the date of delivery thereof to Lessee, and shall terminate on a date to be determined by North American, but in no event shall the term of use exceed 48 months.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals the day and date first above written.

[Handwritten Signature]

 Vice President

[Handwritten Signature]

 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".

State of Illinois)
) SS:
County of Cook)

On this 2nd day of February, 1980, before me personally appeared R.C. Updegraff, to me personally known, who, being by me duly sworn, says that he is a Vice 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.

Louis Catalano

Notary Public

My Commission expires 2-17-83

(Notarial Seal)

State of Minnesota)
) SS:
County of Ramsey)

On this 21 day of February, 1980, before me personally appeared Allen D. Hanson, to me personally known, who, being by me duly sworn, says that he is a Vice-President of Grain Terminal Association, 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

(Notarial Seal)

Richard E. Egan
Notary Public
My Commission Expires 2-17-83