



NORTH AMERICAN CAR CORPORATION

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

RECORDATION NO. 11417 Filed 1425 0-365A082

this is
11417-9999
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DEC 30 1980-3 40 PM

No. DEC 30 1980
Date
Fee \$ 20.00
ICC Washington, D. C.

INTERSTATE COMMERCE COMMISSION
December 22, 1980

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

RE: Filing of Supplementary Rider No. 63 ("Rider") dated as of May 9, 1979 to Car Leasing Agreement 1285-4 ("Lease") between North American Car Corporation ("NAC") and Cargill, Incorporated ("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 15407 McGintz Road, P.O. Box 9300, Wayzata, Minnesota 55391. 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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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

REGISTRATION NO. 11417-2000000000 Filed 1980

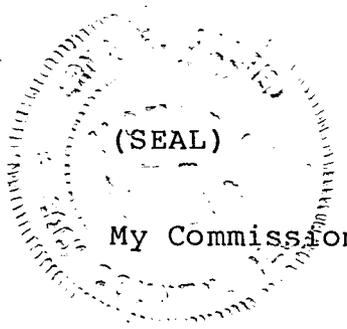
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INDEPENDENT COMMERCE COMMISSION

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. 63 to Car Leasing Agreement 1285-4 between North American Car Corporation and Cargill, Inc. dated May 9, 1979 to the original of such Rider and that this copy is a true and correct copy in all respects.

Erna E. Alfred



My Commission Expires

9/27/81

KEEP
JCC FILE COPY

11417-2000000000
2000000000

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>
One-hundred (100)	4750 cubic foot capacity covered hopper cars, equipped with C-Peps, for shipment of Grain (Car numbers to be identified by separate letter from North American to Lessee after such numbers become available. Lessee's counter-signature to such letter is not required)	\$455.00

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

For each mile in excess of $\frac{40,000 \times \text{days in service}}{365}$ that each car covered by this Rider travels in a calendar year, there will be an additional charge of \$0.02.

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 Modification for the first thirty days. In the event North American in its sole discretion determines prior to making any Modification 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 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 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 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 9th day of May, 1979.

ATTEST:

James W. Sullivan
 Assistant Secretary

NORTH AMERICAN CAR CORPORATION

By *H. Howard Stutz*
 Sr. Vice President

ATTEST:

Rodney M. Olson
 Rodney M. Olson, Assistant Secretary

CARGILL, INC.

By *J. A. Howard*
 J. A. Howard, Vice President President

"This Lease is a COUNTERPART ORIGINAL. No assignment of or security interest in, this Lease may be created or affected except by the transfer of possession of the copy marked "ORIGINAL."

December 5, 1960

Cargill, Inc.
Cargill Building
Minneapolis, Minnesota 55402

RE: Car Leasing Agreement 1285-4
Rider No. 63

Gentlemen:

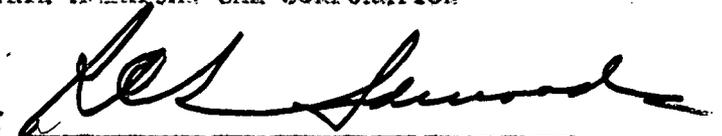
The cars with the following reporting marks are to be
subjected to Rider No. 63 of Car Leasing Agreement 1285-4:

NAHX 477519 thru 477618

Very truly yours,

NORTH AMERICAN CAR CORPORATION

BY



Vice President

