



# NORTH AMERICAN CAR CORPORATION

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

RECORDATION NO. 9927-KK Filed 1425

JUN 25 1979 - 10 35 AM

INTERSTATE COMMERCE COMMISSION

June 20, 1979

9-176AG20

JUN 25 1979

20 00

Washington, D.C.

ROGER A. NOBACK  
VICE PRESIDENT-LAW

*Ms Lee  
this one  
is  
9927-KK*

Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

RE: Section 11303 Filing: Supplementary Rider No. 12 dated as of October 31, 1978, ("Lease") to Car Leasing Agreement 7788 between North American Car Corporation ("Lessor") and Seaboard Allied Milling Corp. ("Lessee") in supplement of the Bailment Agreement and Assignment of Leases ("Assignment of Leases") dated as of December 16, 1978, 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, P.O. Box 19148, Kansas City, Missouri 64141 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 11:20 a.m. on December 20, 1978, under Document No. 9927.

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.

RECEIVED

**TIGER LEASING GROUP**

Secretary  
Interstate Commerce Commission  
June 20, 1979  
Page Two

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Also enclosed is a check, payable to the Interstate Commerce Commission in the amount of \$10.00 as the recording fee for the Lease Supplement and \$10.00 fee for the 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.

→ Please cross index this filing against the name of the Lessee, Seaboard Allied Milling Corp.

If you have any questions, please contact me.

Very truly yours,



RAN/dak  
enclosure

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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. 12 to Car Leasing Agreement 7788 between North American Car Corporation and Seaboard Allied Milling Corp. dated October 31, 1978, to the original of such Rider and that this copy is a true and correct copy in all respects.

(SEAL)

*Delora A. Kelly*

My Commission Expires *2-23-83*.

*ICC  
file copy  
9927-KK*

RIDER NO. <sup>127</sup> 11  
 Forming Part of  
 NORTH AMERICAN CAR CORPORATION  
 CAR LEASING AGREEMENT 7788

This lease is a COINTEPART ORIGINAL. No as-  
 signed security interest in, this Lease may  
 be created or charged except by the transfer of  
 possession of the copy marked "ORIGINAL."

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>
Fifty (50)	4750 cubic foot capacity covered hopper cars, unlined, for shipment of Grain (reporting marks presently not available)	\$430.00

*See attached for Nos.*

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 365 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 31st day of October, 1978.

ATTEST:  
*James M. Sullivan*  
 Assistant Secretary

NORTH AMERICAN CAR CORPORATION  
 By *[Signature]*  
 Sr. Vice President

ATTEST:  
*L. P. Brown*  
 Secretary

SEABOARD ALLIED MILLING CORP.  
 By *[Signature]*  
 Vice President





# NORTH AMERICAN CAR CORPORATION

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

April 10, 1979

Seaboard Allied Milling Corp.  
P. O. Box 19148  
Kansas City, Missouri 64141

RE: Car Leasing Agreement 7788  
Rider No. 12

Gentlemen:

The cars with the following reporting marks are to be subjected to Rider No. 12 of the Car Leasing Agreement 7788:

NAHX 480050 thru 480099

Please sign and return an executed copy of this letter for our files.

Very truly yours,

Sr. Vice President

ACCEPTED:

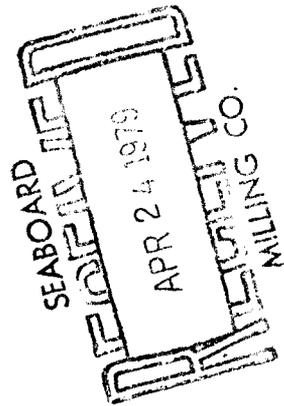
SEABOARD ALLIED MILLING CORP.

BY

L.R. Cunningham  
(Title) *Vice Pres*

DATED

5-1-79



*Call NAHX*