



NORTH AMERICAN CAR CORPORATION

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

JUL 2 10 11 AM '79

I. C. C.
FEE OPERATION BR.

June 28, 1979

NO. 9-1831014

Date JUL 2 1979

Fee \$20.00

RECORDATION NO. 9927 ZZ Filed 1425

JUL 2 1979 - 10 15 AM

ICC Washington, D. C.

Secretary
Interstate Commerce Commission
Washington, D.C. 20423
INTERSTATE COMMERCE COMMISSION

*These are
is 9927-ZZ*

RE: Section 11303 Filing: Supplementary Rider No. 1 dated as of May 15, 1979, ("Lease") to Car Leasing Agreement 1155 between North American Car Corporation ("Lessor") and Bunge Corporation ("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, 300 Southwest Boulevard, Kansas City, Kansas 66103 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.

Counterpart to K.H. [unclear]

TIGER LEASING GROUP

Secretary
Interstate Commerce Commission
June 28, 1979
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 and a/c fee for recording as requested on copy 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, Bunge Corporation.

If you have any questions, please contact me.

Very truly yours,



Harold Wong
Director
Railcar Administrative Services

enclosure

C E R T I F I C A T E

RECORDATION NO. 9927-ZZ Filed 1425

JUL 2 1979-10 15 AM
INTERSTATE COMMERCE COMMISSION

I hereby certify that I have compared this certified, true copy of Rider No. 1 to Car Leasing Agreement 1155 between North American Car Corporation and Bunge Corporation dated May 15, 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 2-23-83.

ICC file copy

9927-ZZ

"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."

RIDER NO. 1
Forming Part of
NORTH AMERICAN CAR CORPORATION
CAR LEASING AGREEMENT 1155

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>
Eleven (11)	4750 cubic foot capacity covered hopper cars, equipped with 100-ton trucks, equipped with trough hatches & rack & pinion gates, for shipment of Grain (NAIK 480348 thru 480358)	\$500.00

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

For each mile in excess of 20,000 x days in service that each car 365 covered by this Rider travels in a calendar year, there will be an additional charge of \$0.025.

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 15th day of May, 1979.

ATTEST:
Brian M. Waldron
Assistant Secretary

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

ATTEST:
[Signature]
Assistant Secretary

BUNGE CORPORATION
By [Signature]
Executive Vice President

CAR LEASING AGREEMENT 1155
RIDER NO. 1

State of Illinois)
) SS:
County of Cook)

On this 15th day of May, 19 79, before me personally appeared Richard C. Underwood, 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.

Jerry Catalano
Notary Public
My Commission expires 6-30-79

(Notarial Seal)

State of NEW YORK)
) SS:
County of NEW YORK)

On this 15th day of June, 19 79, before me personally appeared Roger Noall, to me personally known, who, being by me duly sworn, says that he is an Executive Vice President of Bunge 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.

Lynn E. Pollan
Notary Public
My Commission expires 3-30-80

(Notarial Seal)

LYNN E. POLLAN
Notary Public, State of New York
No. 014376977
Qualified in New York County
Certificate filed in New York County
Commission Expires March 30, 1980