

TRAC
LEASING
GROUP

NORTH AMERICAN CAR CORPORATION

222 SOUTH RIVERSIDE PLAZA • CHICAGO, ILLINOIS 60606 U.S.A. • (312) 648-4000 • TELEX 265222

JUL 2 10 11 AM '79

I. C. C.
FEE OPERATION BR.

9-183A014

June 28, 1979

RECORDATION NO. 9927AA Filed 1425 Date JUL 2 1979 Fee \$ 20.00

JUL 2 1979-10 15 AM
INTERSTATE COMMERCE COMMISSION
Washington, D. C.

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Hincine
is
4927-AAA

RE: Section 11303 Filing: Supplementary Rider No. 2 dated as of August 22, 1978, ("Lease") to Car Leasing Agreement 0426 between North American Car Corporation ("Lessor") and Anheuser-Busch, Inc. ("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, 721 Pestalozzi Street, St. Louis, Missouri 63118 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.

Car Leasing Group

TIGER LEASING GROUP

Secretary
Interstate Commerce Commission
June 28, 1979
Page Two

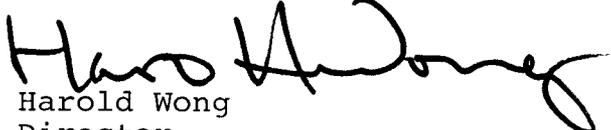
Also enclosed is a check, payable to the Interstate Commerce Commission in the amount of \$10.00 as the recording fee for the Lease *and \$10.00 fee for Request above indicating below.*

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, Anheuser-Busch, Inc.

If you have any questions, please contact me.

Very truly yours,


Harold Wong
Director
Railcar Administrative Services

enclosure

RECORDATION NO. 9927A Filed 1425

JUL 2 1979-10 15 AM

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. 2 to Car Leasing Agreement 0426 between North American Car Corporation and Anheuser-Busch, Inc. dated August 22, 1978, 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-AAA

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

RIDER NO. 2
Forming Part of
NORTH AMERICAN CAR CORPORATION
CAR LEASING AGREEMENT 0426

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>
(A) Fifty (50)	4,750 cubic foot capacity covered hopper cars, equipped with standard gravity gates, for shipment of Grain (reporting marks presently not available)	\$391.00
(B) Fifty (50)	4,750 cubic foot capacity covered hopper cars, equipped with gravity/pneumatic gates, for shipment of Grain (reporting marks presently not available)	\$412.00

See the for car no. 2

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

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

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 Commodity 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 244.6 as was reported for February, 1978. Rentals thus calculated shall be rounded to the nearest \$0.50.

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; provided, however, Lessee shall have the right to extend the lease term upon terms and conditions, including without limitation lease period and rental rate, to be negotiated between Lessee and North American and satisfactory to North American in its sole discretion.

Dated this 22nd day of August, 1978.

ATTEST:
James M. Higgins
Assistant Secretary

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

ATTEST:
[Signature]
Secretary

ANHEUSER-BUSCH, INC.
By [Signature]
Vice President

C E R T I F I C A T E

I hereby certify that I have compared this certified, true copy of the Amendment Letter to Rider No. 2 to Car Leasing Agreement 0426 between North American Car Corporation and Anheuser-Busch, Inc. dated August 22, 1978, to the original of such Amendment Letter and that this copy is a true and correct copy in all respects.

(SEAL)

Levy Catalano

My Commission Expires

June 3, 1979

**TRUCK
LEASING
GROUP**

NORTH AMERICAN CAR CORPORATION

312 SOUTH RIVERSIDE PLAZA • CHICAGO, ILLINOIS 60603 U.S.A. • (312) 644-2000 • TELEX 24522

December 12, 1976

Attention: Mr. Ray Hellwig

Anheuser-Busch, Inc.
721 Festalozzi Street
St. Louis, Missouri 63111

Re: Car Leasing Agreement 0426
Rider No. 2

Gentlemen:

The cars with the following reporting marks are to be subjected to Rider No. 2 of Car Leasing Agreement 0426.

NAMX 479750 thru 479799. with respect to Car Set (A)

NAMX 479850 thru 479899. with respect to Car Set (B)

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

Very truly yours,

Contract Administration

ACCEPTED:

ANHEUSER-BUSCH, INC.

By: *Anna Chiu*
Title: Vice President

Date: December 14, 1976