



NORTH AMERICAN CAR CORPORATION

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

9-218A063
No. **AUG 6 1979**
Date
Fee \$ 20.00

August 2, 1979
RECORDATION NO. 9927 Filed 1425

Washington, D. C.

AUG 6 1979 - 1 50 PM

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

INTERSTATE COMMERCE COMMISSION

RE: Section 11303 Filing: Supplementary Rider No. /2 dated as of January 23, 1979, ("Lease") to Car Leasing Agreement 3821-2 between North American Car Corporation ("Lessor") and Hunt Wesson Foods, 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:

*Cross default against
HUNT WESSON FOODS, INC*

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, Hunt Wesson Foods, Inc., 1645 W. Valencia Drive, Fullerton, Ca., 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

Counters Alan C. Hughes

TIGER LEASING GROUP

Secretary
Interstate Commerce Commission

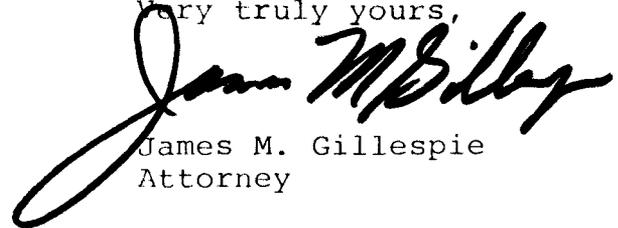
Page Two

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 check for \$10.00 to pay the cross indexing fee for the cross indexing requested above*
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, *HUNT WESSON FOODS, INC.*

If you have any questions, please contact me.

Very truly yours,


James M. Gillespie
Attorney

enclosure

C E R T I F I C A T E

RECORDATION NO. Filed 1425

AUG 6 1979 - 1 50 PM

INTERSTATE COMMERCE COMMISSION

I hereby certify that I have compared this certified, true copy of Rider No. 11 to Car Leasing Agreement 3821-2 between North American Car Corporation and Hunt Wesson Foods, Inc., dated January 23, 1979, to the original of such Rider and that copy is a true and correct copy in all respects.

Hilera A Kelly

(SEAL)

My Commission Expires Feb. 23 1983

My Commission Expires _____.

*ICC file
copy
9/10/79*

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

RIDER NO. 11
Forming Part of
NORTH AMERICAN CAR CORPORATION
CAR LEASING AGREEMENT 3821-2

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>
Fourteen (14)	20,000 gallon capacity tank cars, exterior coiled, insulated, for shipment of Vegetable Oil (reporting marks presently not available)	\$438.00

See also attached for car nos.

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

For each mile in excess of 35,000 x days in service that each car covered by this Rider travels in a calendar year, there will be an additional charge of \$0.02.

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 March, 1978. Rentals thus calculated shall be rounded to the nearest \$0.50.

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 \$1.30 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 23rd day of January, 1979.

ATTEST:

[Signature]
Assistant Secretary

ATTEST:

[Signature]
G.L. Stetzel Asst Secretary

NORTH AMERICAN CAR CORPORATION

By *[Signature]*
Sr. Vice President

HUNT WESSON FOODS, INC.

By *[Signature]*
W. H. Taubert President
Vice President/Logistics

CHANGES SUCH AS AMENDMENTS MUST BE MADE PRIOR TO THE DATE OF SUCH ASSIGNMENT, AND/OR IN THE EVENT A SUBSEQUENT ASSIGNEE AGREES, IN WRITING, TO SUCH AN AMENDMENT.

RIDER NO. 11
Forming Part of
NORTH AMERICAN CAR CORPORATION
CAR LEASING AGREEMENT 3821-2

STATE OF ILLINOIS)
 : ss.:
COUNTY OF COOK)

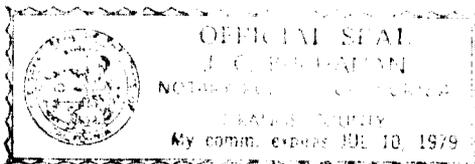
On this day of , 19 , before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a of North American Car Corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors or other due authority, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

(Notarial Seal)

STATE OF *California*)
 : ss.:
COUNTY OF *Orange*)

On this day of , 19 , before me personally appeared *W. H. [unclear]*, to me personally known, who, being by me duly sworn, says that he is a 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.



Notary Public

(Notarial Seal)

C E R T I F I C A T E

I hereby certify that I have compared this certified, true copy of Letter of Amendment of Rider 11 to Car Leasing Agreement 3821-2 between North American Car Corporation and Hunt-Wesson Foods, Inc. dated May 7, 1979, to the original of such Letter of Amendment and that this copy is a true and correct copy in all respects.

Alan M. Helberdt

(SEAL)

My Commission Expires 5-6-82



NORTH AMERICAN CAR CORPORATION

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

May 7, 1979

Hunt-Wesson Foods, Inc.
1645 W. Valencia Drive
Fullerton, California 92634

Re: Car Leasing Agreement 3821-2
Rider No. 11

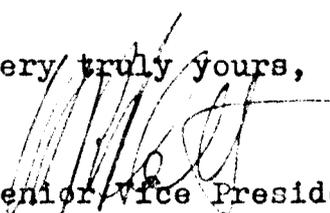
Gentlemen:

The cars with the following reporting marks are to be subjected to Rider No. 11 of Car Leasing Agreement 3821-2:

NATX 72545 thru 72558

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

Very truly yours,


Senior Vice President

ACCEPTED:

HUNT-WESSON FOODS, INC.

By: 
(Title)

Dated: May 21, 1979