



NORTH AMERICAN CAR CORPORATION

222 SOUTH RIVERSIDE PLAZA • CHICAGO, ILLINOIS 60606 U.S.A. • (312) 848-4000 • TELEX 255222

RECORDATION NO. *9927-000* Filed 1425

August 21, 1979 *9-234A119*

AUG 22 1979 - 3 02 PM

Aug 22 1979
Date.....
\$ *20.00*

INTERSTATE COMMERCE COMMISSION

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

RE: Section 11303 Filing: Supplementary Rider No. 2
dated as of June 22, 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").

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no
9927-559

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Cross index - see page 2

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.

AUG 22 2 58 PM '79

RECORDED

TIGER LEASING GROUP

Secretary
Interstate Commerce Commission
August 21, 1979
Page Two

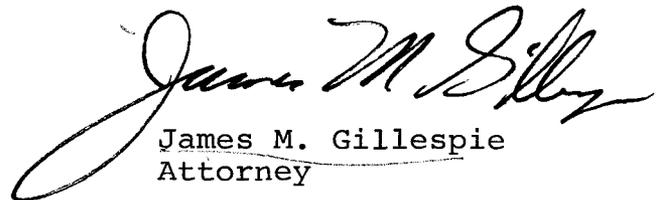
Also enclosed is a check, payable to the Interstate Commerce Commission in the amount of \$10.00 as the recording fee for the Lease *and \$0.00 for the cross indexing requested below.*

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, Bunge Corporation.

If you have any questions, please contact me.

Very truly yours,


James M. Gillespie
Attorney

JMG/dak
enclosure

8/22/79

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

Mr James M. Gillespie
North American Car Corp.
222 South Riverside Plaza.
Chicago, Illinois 60605

Dear Sir

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 8/22/79 at 3:05pm, and assigned re-
recording number(s).

9927QQQ
9927RRR
9927SSS
9927TTT

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

SE-30
(7/79)

9927 099
RECORDATION NO. Filed 1425

AUG 22 1979 - 3 05 PM

C E R T I F I C A T E INTERSTATE COMMERCE COMMISSION

I hereby certify that I have compared this certified, true copy of Rider No. 2 to Car Leasing Agreement 1155 between North American Car Corporation and Bunge Corporation dated June 22, 1979, to the original of such Rider and that this copy is a true and correct copy in all respects.

(SEAL)

Aubra A. Kelly

My Commission Expires Feb. 23 1983

My Commission Expires _____.

Icc files
copy
TTL

RIDER NO. 2
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>
Nineteen (19)	4750 cubic foot capacity covered hopper cars, equipped with 100-ton trucks & trough hatches & rack & pinion gates, for shipment of Grain (NAHX 480776 thru 480794)	\$500.00

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

For each mile in excess of 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 22nd day of June, 1979.

ATTEST:


 Assistant Secretary

NORTH AMERICAN CAR CORPORATION

By 
 Sr. Vice President

ATTEST:


 Secretary

BUNGE CORPORATION

By 
 Executive Vice President

"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".

