



NORTH AMERICAN CAR CORPORATION

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

September 20, 1979

RECORDATION NO. 9927-CCCC Filed 1425

SEP 21 1979-1 20 PM

INTERSTATE COMMERCE COMMISSION

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

RE: Section 11303 Filing: Supplementary Rider No. 78 dated as of May 24, 1979, ("Lease") to Car Leasing Agreement 5782-36 between North American Car Corporation ("Lessor") and Monsanto Company ("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:

See 2nd page for Cross-indexing

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, 800 North Lindbergh Boulevard, St. Louis, Missouri 63166, 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.

*Mr Lee
this one
should be
9927-CCCC*

*204A017
SEP 21 1979
20.00*

TIGER LEASING GROUP

Secretary
Interstate Commerce Commission
September 20, 1979
Page Two

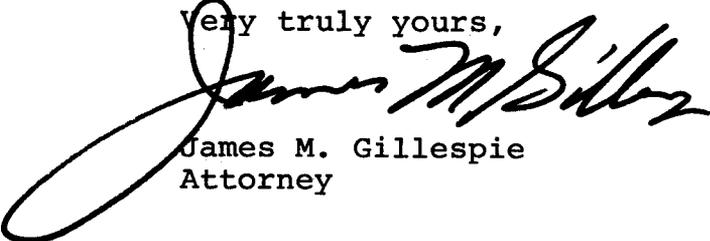
Also enclosed is a check, payable to the Interstate Commerce Commission in the amount of \$10.00 as the recording fee for the Lease Supplement and \$10.00 for the cross indexing fee covering the cross indexing requested below.

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, Monsanto Company.

If you have any questions, please contact me.

Very truly yours,


James M. Gillespie
Attorney

JMG/dak
enclosure

*Cross
index*



RECORDATION NO. 9927-CCCC Filed 1425

C E R T I F I C A T E SEP 21 1979-1 20 PM

INTERSTATE COMMERCE COMMISSION

I hereby certify that I have compared this certified, true copy of Rider No. 78 to Car Leasing Agreement 5782-36 between North American Car Corporation and Monsanto Company dated May 24, 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 Feb. 23, 1983

My Commission Expires _____.

KEEP
FOR
ICC file copy
9927-CCCC

"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.78
Forming Part of
NORTH AMERICAN CAR CORPORATION
CAR SERVICE CONTRACT 5782-36

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:

NUMBER OF CARS	Twelve (12)
TYPE OF CAR	Tank cars
CAPACITY	20,000 gallon
REPORTING MARKS	Car numbers to be identified by separate letter from North American to Lessee after such numbers become available. Lessee's countersignature to such letter is not required.
COILS	Exterior
INSULATION	Yes
COMMODITY	Nylon Salt
MONTHLY RENTAL	\$471.00 per car
LEASE TERM	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.

See attached str.

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

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 161.8 as was reported for December, 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 \$1.75 per car for each \$100 expended by North American on each 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.

Dated this 24th day of May, 1978.

ATTEST:


Assistant Secretary

NORTH AMERICAN CAR CORPORATION

BY 
Sr. Vice President

HOWSANTO COMPANY

BY 
(Title)



NORTH AMERICAN CAR CORPORATION

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

September 17, 1979

Monsanto Company
800 North Lindbergh Boulevard
St. Louis, Missouri 63166

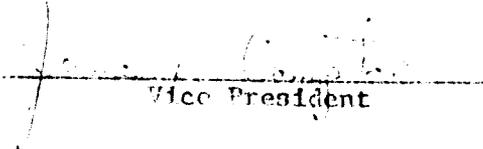
RE: Car Leasing Agreement 5782-36
Rider No. 78

Gentlemen:

The cars with the following reporting marks are to be subjected to Rider No. 78 of Car Leasing Agreement 5782-36.

NATX 72612 thru 72623

Very truly yours,


Vice President