



NORTH AMERICAN CAR CORPORATION

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

RECORDATION NO. 9927-6666 Filed 1425

OCT 10 1979 - 2 25 PM

INTERSTATE COMMERCE COMMISSION

9-283A164

October 9, 1979

No.

Date OCT 10 1979

Fee \$ 20.00

ICC Washington, D. C.

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

*Mr Lee -
this one is
9927-6666*

RE: Section 11303 Filing: Supplementary Rider No. 1 dated as of July 26, 1979, ("Lease") to Car Leasing Agreement 5713 between North American Car Corporation ("Lessor") and Milchem Incorporated ("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 Page 2 for Cross referencing

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, Box 22111, 3920 Essex Lane, Houston, Texas 77027 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.

Cindy Wolf
[Signature]



Secretary
Interstate Commerce Commission
October 9, 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 \$10.00 fee for 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.

*Cross
index*



Please cross index this filing against the name of the Lessee, Milchem Incorporated.

If you have any questions, please contact me.

Very truly yours,


James M. Gillespie
Attorney

JMG/dak
enclosures

Interstate Commerce Commission
Washington, D.C. 20423

10/10/79

OFFICE OF THE SECRETARY

James M. Gillespie
North American Car Corporation
222 South Riverside Plaza
Chicago, Illinois 60606

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 10/10/79 at 2:25pm, and assigned re-
recording number (s) .9927-FFFF, 9927-GGGG & 9927-HHHH

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure (s)

SE-30
(7/79)

RECORDATION NO. 9927 HSBH Filed 1425

C E R T I F I C A T E

OCT 10 1979 - 2 25 PM

INTERSTATE COMMERCE COMMISSION

I hereby certify that I have compared this certified, true copy of Rider No. 1 to Car Leasing Agreement 5713 between North American Car Corporation and Milchem Incorporated dated July 26, 1979, to the original of such Rider and that this copy is a true and correct copy in all respects.

Cebra A. Kelly

(SEAL)

My Commission Expires

My Commission Expires .

ICC file
copy.
9927-6666

RIDER NO. 1
Forming Part of
NORTH AMERICAN CAR CORPORATION
CAR LEASING AGREEMENT 5713

This rider (Rider 1) 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>
(A) Three (3)	750 cubic foot capacity covered hopper cars, pressure differential, for shipment of Barite Ore (MARK 93945, 93946, 93947)	\$550.00
(B) Twelve (12)	750 cubic foot capacity covered hopper cars, pressure differential, for shipment of Barite Ore (MARK 94129 - 94140)	\$550.00

Lessee agrees to be responsible for all freight charges incurred in the shipment of said cars to Lessee at Mineral Point, Missouri.

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

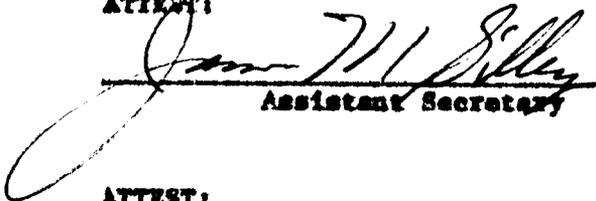
365

With respect to the cars covered under (B) above, 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 269.1 as was reported for April, 1979. 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.

Dated this 26th day of July, 1979.

ATTEST:


Assistant Secretary

ATTEST:


Assistant Secretary

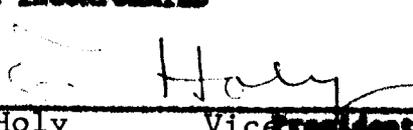
NORTH AMERICAN CAR CORPORATION

By


Sr. Vice President

MILCREM INCORPORATED

By


E. Holy Vice President

"This Lease is a CONTINGENT PART ORIGINALLY... signed... be... possible..."

