

# NORTH AMERICAN CAR CORPORATION

222 SOUTH RIVERSIDE PLAZA • CHICAGO, ILLINOIS 60666 U.S.A. • (312) 648-4000 • TELEX 255222

RECORDATION NO. 11417 FILED 1425  
MAR 4 1980 - 12 10 PM  
Date MAR 4 1980  
Fee \$ 30.06

C-064A043

February 21 INTERSTATE COMMERCE COMMISSION

CC Washington, D.C.

Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

RE: Section 11303 Filing: Supplementary Rider No. 1  
dated as of October 29, 1979 ("Lease") to Car Leasing  
Agreement 1150 between North American Car Corporation  
("Lessor") and Buick Motor Division, General Motors Corporation  
("Lessee")  
in supplement of the Bailment Agreement and Assignment  
of Leases ("Assignment of Leases") dated as of November  
2, 1979, 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, 3044 West Grand Boulevard, Detroit, MI 48202  
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 1:15 p.m. on January 23, 1980, under Recordation No. 11417.

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.

*Miss Lee  
this one is  
11417-FF*

**TIGER LEASING GROUP**

Secretary  
Interstate Commerce Commission

Page Two

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Also enclosed is a check, payable to the Interstate Commerce Commission in the amount of \$10.00 as the recording fee for the Lease *Supplementary Rider, and \$20.00 for the 2 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.

*2 -*  
Please cross index this filing against the names of the Lessee, Buick Motor Division, General Motors Corporation, and *General Motors Corporation.*

If you have any questions, please contact me.

Very truly yours,

*James M. Gillespie*  
James M. Gillespie  
Attorney

enclosure

RECORDATION NO. 11417 FF Filed 1425

C E R T I F I C A T E

MAR 4 1980 - 12 10 PM

INTERSTATE COMMERCE COMMISSION

I hereby certify that I have compared this certified, true copy of Rider No. 1 to Car Leasing Agreement 1150 between North American Car Corporation and Buick Motor Division, General Motors Corporation dated October 29, 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 February 23, 1983.

KEEP for  
ICC file  
copy  
11417-FF

RIDER NO. 1  
Forming Part of  
NORTH AMERICAN CAR CORPORATION  
CAR LEASING AGREEMENT 1150

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>
Two (2)	PD 4000 covered hopper cars, for shipment of Calcium Carbonate (MARK 390195 & 390196)	\$597.00

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

For each mile in excess of  $\frac{20,000 \times \text{days in service}}{365}$  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 261.3 as was reported for November, 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.

Dated this 29th day of October, 1979.

ATTEST:

  
Assistant Secretary

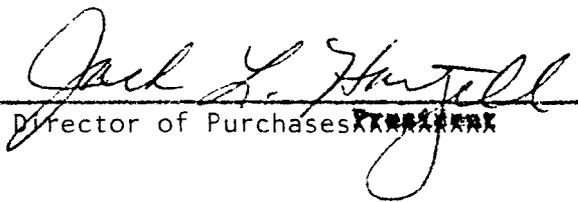
NORTH AMERICAN CAR CORPORATION

By   
Sr. Vice President

ATTEST:

  
Assistant Divisional Comptroller

BUICK MOTOR DIVISION  
GENERAL MOTORS CORPORATION

By   
Director of Purchases

This Lease is a COUNTERPART ORIGINAL. No assignment of, or security interest in, this lease may be created or effected without the prior written consent of the lessor. This lease is subject to the terms and conditions of the lease agreement and this rider.

