

NORTH AMERICAN CAR CORPORATION

222 SOUTH RIVERSIDE PLAZA • CHICAGO, ILLINOIS 60606 U.S.A. • (312) 649-4000 • TELEX 255222

RECORDATION NO. 11417-44 Filed 1425

February 21, 1980 **MAR 4 1980 - 2 10 PM** **0-064A043**

INTERSTATE COMMERCE COMMISSION

Date **MAR 4 19**

Fee \$ **30.00**

(CS) Washington, D. C.

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

RE: Section 11303 Filing: Supplementary Rider No.1 dated as of September 20, 1979 ("Lease") to Car Leasing Agreement 1970 between North American Car Corporation ("Lessor") and Durabond Products Company-A Subsidiary ("Lessee") of United States Gypsum 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, 7100 North Manheim Road, Des Plaines, IL 60018 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.

*Mrs. Lee -
this one is
11417-HH*

TRUCK LEASING GROUP

Secretary
Interstate Commerce Commission

Page Two

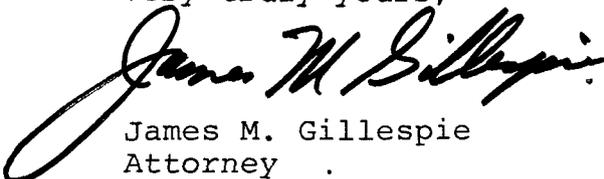
Also enclosed is a check, payable to the Interstate Commerce Commission in the amount of \$10.00 as the recording fee for the Lease *Supplementary Rider, and \$20.00 for 2 cross indexings requested below.*

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, Durabond Products Company-A Subsidiary of United States Gypsum, and ② United States Gypsum.

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. 1141744 Filed 1425

MAR 4 1980 10 10 PM

INTERSTATE COMMERCE COMMISSION

I hereby certify that I have compared this certified, true copy of Rider No. 1 to Car Leasing Agreement 1970 between North American Car Corporation and Durabond Products Company- A subsidiary of United States Gypsum dated September 20, 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.

RIDER NO. 1
 Forming Part of
 NORTH AMERICAN CAR CORPORATION
 CAR LEASING AGREEMENT 1970

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>
(A) One (1)	2785 cubic foot capacity covered hopper car, unlined, pressure differential, unlined, equipped with flo-cone aeration with top air, individual aeration valves, & vibrator brackets to include vessel reinforcement for shipment of Calcium Carbonate (NAHX 94128)	\$555.00
(B) Three (3)	3915 cubic foot capacity covered hopper cars, equipped with 100-ton trucks, pressure differential, unlined, & equipped with center diffusers aeration, for shipment of Kaolin Clay (NAHX 390185 thru 390187)	\$396.00

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 266.8 as was reported for March, 1979. Rentals thus calculated shall be rounded to the nearest \$0.50.

With respect to the cars covered under (A) above, notwithstanding anything in this Rider or Car Leasing Agreement No. 1970 dated September 20, 1979 between the parties hereto to the contrary, there shall be an additional charge without abatement or termination in any manner whatsoever for any reason whatsoever of \$23.00 per car per month, which shall be payable by Lessee to North American, for each month during the first sixty (60) months of this Rider to cover the cost of the vibrator brackets and vessel reinforcement. The charge described in the immediately preceding sentence, shall be in addition to the rental charges with respect to the cars and all other charges of any kind whatsoever.

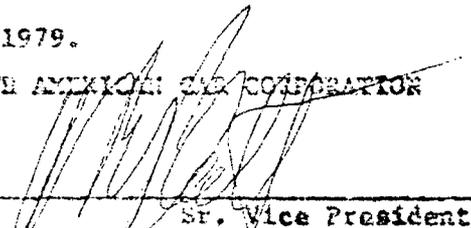
The term of use of the cars hereinafove described shall commence on the date of delivery thereof to Lessee, and shall continue for a period ending five (5) years from the first day of the month following the average date of delivery of such cars to Lessee.

Dated this 20th day of September, 1979.

ATTEST:

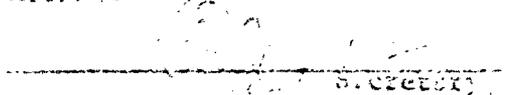

 Assistant Secretary

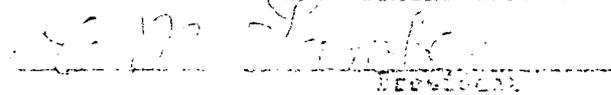
NORTH AMERICAN CAR CORPORATION

By 
 Sr. Vice President

DUNLOP PRODUCTS COMPANY -
 A DIVISION OF UNITED STATES GYPSUM

ATTEST:


 Secretary


 President

This Lease is a COUNTERPART ORIGINAL. No assignment of, or security interest in, this lease may be created or effected without the transfer of possession of the copy marked "ORIGINAL".

CAR LEASING AGREEMENT 1970
RIDER NO. 1

State of Illinois)
) SS:
County of Cook)

On this 5th day of October, 1977, before me personally appeared N. R. Platte, to me personally known, who, being by me duly sworn, says that he is a President 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.

(Notarial Seal)

Luis Costalano
Notary Public
My Commission expires 7-14-83

State of Ill)
) SS:
County of Cook)

On this 10th day of October, 1977, before me personally appeared C M Lumb, to me personally known, who, being by me duly sworn, says that he is a President of Durabond Products Company, a Div. of D.S. Weyerhaeuser, 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.

(Notarial Seal)

Minerva Herrmann
Notary Public
My Commission expires July 7, 1982