



# NORTH AMERICAN CAR CORPORATION

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

*This is  
11417-222222*

RECORDATION NO. 11417-222222 Filed 1425

DEC 30 1980

0-365A DEC 30 1980 - 3 40 AM  
December 22, 1980

Date.....  
Fee \$.....

INTERSTATE COMMERCE COMMISSION

ICC Washington, D. C.

Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

RE: Filing of Supplementary Rider No. 2 ("Rider") dated as of March 7, 1980 to Car Leasing Agreement 7169 ("Lease") between North American Car Corporation ("NAC") and Pozzolanic Northwest, Inc. ("Lessee")

Dear Madam:

Enclosed for recording under 49 U.S.C. Section 11303 are an executed counterpart and four certified true copies of the Rider, which has been assigned to General Electric Credit and Leasing Corporation ("Assignee"), pursuant to a Bailment Agreement and Assignment of Leases ("Bailment Agreement") dated as of December 18, 1978 and amended on November 15, 1979 and recorded with the Interstate Commerce Commission on January 23, 1980, under Recordation No. 11417. Please record this Rider under that Recordation number.

The equipment is covered in the Rider and the names and addresses of the parties are as follows. The address of the Lessor, North American Car Corporation, is 222 South Riverside Plaza, Chicago, Illinois 60606 and the address of the above named Lessee is 2448 76th Street, SE Suite 222, Mercer Island, Washington 98040. Please cross index this filing against the name of that Lessee.

The Rider supplements the Lease by subjecting the equipment described in the Rider to the terms of the Lease, thereby leasing the same to the Lessee. The Bailment Agreement provides that NAC shall hold, lease, maintain and perform certain administrative and other services with respect to the equipment covered by the Lease and that NAC assigns to Assignee all its interest in, but not its obligations under, the Lease (including amounts received or credited for mileage compensation relating to that leased equipment). The equipment covered by the Lease has been or is to be sold to Assignee.

DEC 31 1980  
DOCKING FILES  
REACH

**TIGER LEASING GROUP**

Secretary  
Interstate Commerce Commission

Page 2

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Also enclosed is a check payable to the Interstate Commerce Commission in the amount of \$20 for the required recording fee. Pursuant to the Commission's rules and regulations for the recording of certain documents under 49 U.S.C. Section 11303, you are hereby requested to duly file one certified true copy for record in your office, cross-indexing the same so stated above, and to return the executed counterpart and the remaining three certified true copies, the Secretary's Certificate of Recording, and related fee receipt, to the messenger making this delivery.

If you have any questions, please contact the undersigned.

Very truly yours,



Edward H. Soderstrom, II  
Assistant Secretary

enclosure

RECORDATION NO. 11417-222222 Filed 1458

C E R T I F I C A T E

DEC 30 1980 -3 40 AM

INTERSTATE COMMERCE COMMISSION

I hereby certify that I have compared this certified, true copy of Rider No. 2 to Car Leasing Agreement 7169 between North American Car Corporation and Pozzolaninc Northwest Inc. dated March 7, 1980 to the original of such Rider and that this copy is a true and correct copy in all respects.

Delora A Kelly

(SEAL)

My Commission Expires My Commission Expires Feb. 21, 1983.

KEEP  
ICC FILE COPY  
11417-222222

NORTH AMERICAN CAR CORPORATION  
 CAR LEASING AGREEMENT 7109

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>
Seven (7)	2785 cubic feet capacity covered Lepper case, pressure differential for shipment of Fly Ash (MEX 24204 thru 94210)	\$567.00

North American and Lessee agree that the rental rate as shown above shall be increased \$1.55 per car per month for each point increase in the Wholesale Index Index of Consumer Prices (excluding equipment - code 240), 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 201.6 as was reported for September, 1979. Rentals thus calculated shall be rounded to the nearest \$0.50.

For each mile in excess of 30,000 miles in service that each car covered by this Rider travels in a calendar year, there will be an additional charge of \$0.025.

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

It is understood and agreed that Lessee shall be responsible for the maintenance of the pressure differential system with which said cars are equipped.

The term of use of the cars hereinafter 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 7th day of March, 1980.

NORTH AMERICAN CAR CORPORATION

WITNESSES:

*[Handwritten signature]*

*[Handwritten signature]*

WITNESSES:

*[Handwritten signature]*

*[Handwritten signature]*

"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".

CAR LEASING AGREEMENT 2069  
RIDER NO. 2

State of Illinois )  
                          ) SS:  
County of Cook    )

On this 10th day of April, 1920, before me personally appeared R. C. Anderson, to me personally known, who, being by me duly sworn, says that he is a Vice 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.

James C. [Signature]

Notary Public

My Commission expires 2-17-13

(Notarial Seal)

State of WASHINGTON )  
                          ) SS:  
County of KING        )

On this 9th day of MAY, 1920, before me personally appeared GERALD A. PERBODY, JR., to me personally known, who, being by me duly sworn, says that he is a PRESIDENT of PERBODY'S MOTORSPORTS, INC., 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.

G. A. [Signature]

Notary Public

My Commission expires 2/12/24

(Notarial Seal)