



NORTH AMERICAN CAR CORPORATION

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

*This one is
11417-9999999*

0-365A082

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

December 22, 1980
RECORDATION NO. 11417-9999
No. DEC 30 1980
Date.....
Fee \$ 20.00
DEC 30 1980 - 3:40 PM
ICC Washington, D. C.

RE: Filing of Supplementary Rider dated as of February 21, 1980 to Car Leasing Agreement 1928-3 ("Lease") between North American Car Corporation ("NAC") and Dresser Industries, 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 Box 718, 1505 Elm Street, Dallas, Texas 75221. 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.

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TIGER LEASING GROUP

Secretary
Interstate Commerce Commission

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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

11417-999999
RECORDATION NO. Filed 1425

C E R T I F I C A T E

DEC 30 1980 - 11 50 PM

INTERSTATE COMMERCE COMMISSION

I hereby certify that I have compared this certified, true copy of Rider No. 17 to Car Leasing Agreement 1928-3 between North American Car Corporation and Dresser Industries, Inc. dated February 21, 1980 to the original of such Rider and that this copy is a true and correct copy in all respects.

Lenny Catalano

(SEAL)

My Commission Expires 8-14-83.

KEEP.
ICC FILE COPY
11417-99999999

NORTH AMERICAN CAR CORPORATION
CAR LEASING AGREEMENT 1940-5

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>
Twenty (20)	2,785 cubic foot capacity pressure differential hopper cars, for shipment of Barite, Clay or Drilling Mud Products (RAHX 94243 thru 94262)	\$567.00

For each mile in excess of 20,000 x days in service that each car
365

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 \$1.55 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 281.6 as was reported for September, 1979. Rentals thus calculated shall be rounded to the nearest \$0.50.

The application, maintenance and replacement of the interior protective lining is to be performed by and at the expense of Lessee. The maintenance of the pressure differential system is to be Lessee's responsibility.

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

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 to, 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 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.

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 21st day of February, 1980.

ATTEST:

James M. Dill
Assistant Secretary

Legal Approval
Edm Date 6/2/80

ATTEST:

B.R. K... ..
Secretary
Vice President-Controller

NORTH AMERICAN CAR CORPORATION

By *[Signature]*
Vice President

DRESSER INDUSTRIES, INC.

By *James L. Bryan*
J. L. Bryan, President
Magcobar Group

"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".

