



# NORTH AMERICAN CAR CORPORATION

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

December 17, 1979

*See page 2 for cross indexing*  
9927-99999  
RECORDATION NO. 9927 Filed 1428

Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

DEC 19 1979 -9 25 AM

RE: Section 11303 Filing: <sup>INTERSTATE COMMERCE COMMISSION</sup> Supplementary Rider No. 44 dated as of October 25, 1979, ("Lease") to Car Leasing Agreement 6492-2 between North American Car Corporation ("Lessor") and Olin Corporation ("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:

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, 120 Long Ridge Road, Stamford, Connecticut 06904 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.

*Ms Lee -  
this one is  
9927-99999*

*Clyde A. Huber*  
*C. Dean [Signature]*



Secretary  
Interstate Commerce Commission  
December 17, 1979  
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. *Apparent price to 44/000 5/12/79 for the 100000 sq ft lease.*

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*  
*file*  
*1/17/80*

Please cross index this filing against the name of the Lessee, Olin Corporation.

*→* If you have any questions, please contact me.

Very truly yours,

*James M. Gillespie*  
James M. Gillespie  
Attorney

JMG/dak  
enclosure

992749 899  
RECORDATION NO. \_\_\_\_\_ Filed 1425

DEC 19 1979 -9 21 AM

C E R T I F I C A T E

INTERSTATE COMMERCE COMMISSION

I hereby certify that I have compared this certified, true copy of Rider No. 44 to Car Leasing Agreement 6492-2 between North American Car Corporation and Olin Corporation dated October 25, 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 My Commission Expires 12/31/87.

KEEP  
I  
C  
9927-599  
89

RIDER NO. 44  
Forming Part of  
NORTH AMERICAN CAR CORPORATION  
CAR LEASING AGREEMENT 6492-2

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 hopper cars, for shipment of Phosphates (NAHX 390151 & 390152)	\$610.00

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 \$1.55 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 280.5 as was reported for July, 1979. Rentals thus calculated shall be rounded to the nearest \$0.50.

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, 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 each 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 seven days. In the event that North American in its sole discretion determines prior to making any Modifications that expending the cost thereof is not economical in view of the estimated remaining useful life of the car, Lessee shall be given written notice thereof, and may elect by written notice delivered to North American not more than ten days after the date of notice to Lessee, to have North American perform the Modifications at Lessee's sole cost and expense. If Lessee shall not so elect within ten days after notice from North American, North American may elect to permanently remove any such car from Lessee's service rather than have such car taken to a car shop for such Modification, in which case, 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. Lessee shall have no right or interest in or to any such Modification done at its expense.

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.

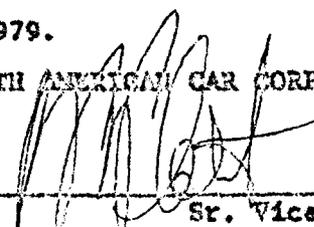
Dated this 25th day of October, 1979.

WITNES:

  
Assistant Secretary

NORTH AMERICAN CAR CORPORATION

By

  
Sr. Vice President

This Lease is subject to the terms and conditions of the Car Leasing Agreement which may be created or amended by North American and the transfer of possession of the cars to Lessee.

RIDER NO. 44  
Forming Part of  
NORTH AMERICAN CAR CORPORATION  
CAR LEASING AGREEMENT 6492-2

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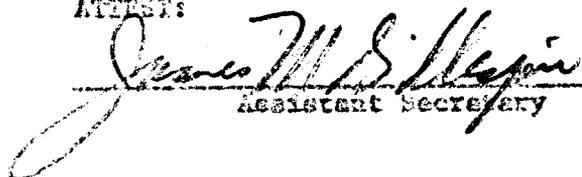
North American and Lessee agree that the rental rate as shown above shall be increased \$1.55 per car per month for each point increase in the Wholesale Price Index of Commodity Prices (railroad equipment - code 144), according to the latest information available as reported in the current "Survey of 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 280.5 as was reported for July, 1979. Rentals thus calculated shall be rounded to the nearest \$0.50.

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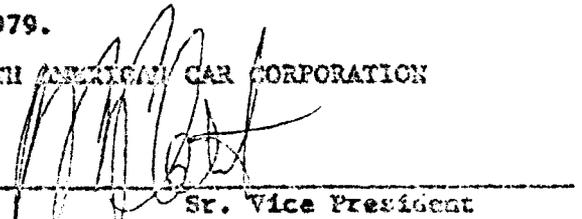
Dated this 25th day of October, 1979.

ATTEST:

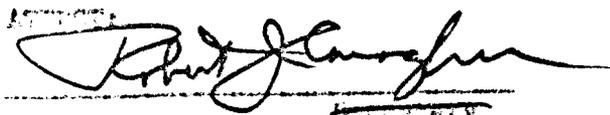
  
Assistant Secretary

NORTH AMERICAN CAR CORPORATION

By

  
Sr. Vice President

OLYN CORPORATION

  
Assistant Secretary

  
GENERAL TRANSPORTATION MANAGER

This Lease is a part of the Lease Agreement between the parties hereto and the terms of the Lease Agreement shall be deemed to be incorporated herein by reference.

CAR LEASING AGREEMENT 6492-2  
RIDER NO. 44

State of Illinois )  
                  ) SS:  
County of Cook   )

On this 24th day of October, 1979, before me personally appeared H.R. Platt, to me personally known, who, being by me duly sworn, says that he is a sr. 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.

(Notarial Seal)

Lenny Catalano  
Notary Public  
My Commission expires 8-14-83

State of CONNECTICUT )  
                      ) SS:  
County of FAIRFIELD )

On this 13TH day of NOVEMBER, 1979, before me personally appeared DAVID D MORGAN, to me personally known, who, being by me duly sworn, says that he is a GENERAL TRANSPORTATION MGR of DLIN 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)

Dennis Fitzgerald  
Notary Public  
My Commission expires MARCH 31, 1983