

Borg-Warner Corporation

200 South Michigan Avenue
Chicago, Illinois 60604
Telephone 312/322-8500
Law Department

8/10

RECORDATION NO. 10219-A Filed 1425

NOV 27 1979 - 3 15 PM

INTERSTATE COMMERCE COMMISSION

No. 3-331A093

Date NOV 27 1979

Fee \$ 10.00

ICC Washington, D. C. November 12, 1979

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I.C.C.
FEE OPERATION GR.

RECORDED
NOV 27 1979
INTERSTATE COMMERCE COMMISSION

Interstate Commerce Commission
Washington, D.C.

Gentlemen:

Enclosed for recordation under the provisions of 49 USC 11303 (formerly Section 20(6) of the Interstate Commerce Act), as amended, are the original and three counterparts of a First Amendment to Agreement and Lease dated as of September 1, 1979.

*: A general description of the railroad rolling stock covered by the enclosed documents is set forth in Schedule 1 attached to this letter and made a part hereof.

The names and addresses of the parties are:

Lessor under Agreement and Lease:	National Fleet Leasing Corporation 5301 Fifth Avenue Pittsburgh, Pennsylvania 15232
Lessee under Agreement and Lease:	Borg-Warner Chemicals Division, Borg-Warner Corporation P.O. Box 1868 Parkersburg, West Virginia 26101

The undersigned is the Lessee under the Agreement and Lease and has knowledge of the matters set forth therein.

Please return the original and one copy of the First Amendment to Agreement and Lease to Kenneth Goldin, Esq., Chapman and Cutler, 111 West Monroe Street, Chicago, Illinois 60603.

Also enclosed is a check in the amount of \$10.00 covering the required recording fee.

Very truly yours,

BORG-WARNER CORPORATION

By [Signature]
Its PRESIDENT

Enclosures

*The original Agreement and Lease dated as of December 1, 1978 to which the enclosed document is an amendment was recorded at 12:00 p.m. on March 23, 1979 and assigned Recordation No. 10219.

Counterpart of Kopler

Schedule 1

DESCRIPTION OF EQUIPMENT

Number
of
Items

58

Description

5600-5800 cu. ft.,
100 ton pneumatic
unloading hopper cars
bearing either
identifying numbers
BWCX 1001 - 1005,
inclusive, BWCX
1075 - 1119, inclusive,
BWCX 1151-1158,
inclusive, or identifying
numbers NAHX 58011
through 58018, inclusive,
NAHX 58020 through
58056, inclusive,
NAHX 56500 through
56504, inclusive,
and NAHX 58089 through
58096, inclusive.

56.5
58.0

Interstate Commerce Commission
Washington, D.C. 20423

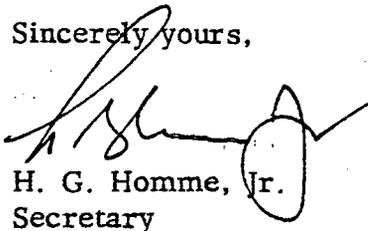
OFFICE OF THE SECRETARY

Kenneth Goldin, Esq.
Chapman and Cutler
111 West Monroe Street
Chicago, Illinois 60603

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 11/27/79 at 3:15PM, and assigned recordation number(s). 10219-A

Sincerely yours,



H. G. Homme, Jr.
Secretary

Enclosure(s)

SE-30
(3/79)

~~10220-A~~
10220-A

RECORDATION NO. 10219-A
Filed 1425

NOV 27 1979 - 3 15 PM

INTERSTATE COMMERCE COMMISSION

FIRST AMENDMENT TO AGREEMENT AND LEASE

Dated as of September 1, 1979

Between

NATIONAL FLEET LEASING CORPORATION,

as Lessor

and

BORG-WARNER CHEMICALS DIVISION, BORG-WARNER CORPORATION,

as Lessee

FIRST AMENDMENT TO AGREEMENT AND LEASE

FIRST AMENDMENT TO AGREEMENT AND LEASE dated as of September 1, 1979 (the "First Amendment") between NATIONAL FLEET LEASING CORPORATION, a Pennsylvania corporation ("Lessor") and ~~BORG-WARNER CHEMICALS DIVISION~~, BORG-WARNER CORPORATION, a Delaware corporation ("Lessee").

WITNESSETH:

WHEREAS, Lessor and Lessee have heretofore entered into an Agreement and Lease dated as of December 1, 1978 (the "Lease") providing for the lease and delivery by Lessor to Lessee of certain rolling stock more fully described in the Lease Schedule attached to the Lease; and

WHEREAS, the Lease was filed and recorded in the office of the Secretary of the Interstate Commerce Commission on March 23, 1979 at 12:00 P.M. and was assigned recordation No. 10219; and

WHEREAS, Lessor and Lessee desire to amend the Lease in the respects, but only in the respects, hereinafter set forth; and

NOW, THEREFORE, in consideration of the premises and the good and valuable consideration, the receipt of which is hereby acknowledged, Lessor and Lessee hereby covenant and agree that the Lease shall be deemed to be and it is hereby amended as follows:

1. By amending paragraph #1 of the Lease Schedule attached to the Lease to read in its entirety as follows:

- "1. Description of Equipment: Fifty-eight covered railroad hopper cars bearing either identifying road numbers NAHX 58011 through 58018, inclusive, NAHX 58020 through 58056, inclusive, NAHX 56500 through 56504, inclusive, and NAHX 58089 through 58096, inclusive, or identifying road numbers BWCX 1001 through 1005, inclusive, BWCX 1075 through 1119, inclusive, BWCX 1151 through 1158, inclusive."

By their execution hereof Lessor and Lessee acknowledge and agree that the identifying road numbers appearing in the Bill of Sale attached to the Lease as Exhibit B are the identifying road numbers which the Equipment bore at the time Lessor purchased such Equipment and leased the same to Lessee. Because the form of Bill of Sale attached to the Lease as Exhibit B correctly identifies the Equipment at the time Lessor purchased the same, Lessor and Lessee agree that the identifying road numbers appearing in Exhibit B should not be revised but that the identifying road numbers appearing in the Lease Schedule attached to the Lease as amended by this First Amendment are to be the controlling description of Equipment for purposes of the Lease.

Whenever in any certificate, letter, notice or other instrument reference is made to the Lease, such reference without more shall include reference to this First Amendment.

This First Amendment may be executed, acknowledged and delivered in any number of counterparts, each of such counterparts constituting an original but all together only one instrument.

Except to the extent hereby amended and modified, the Lease is in all respects ratified, confirmed and approved.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this instrument to be duly executed all as of the day and year first above written.

NATIONAL FLEET LEASING CORPORATION

[SEAL]

By W. D. Darity
Its _____

ATTEST:

[Signature]
Secretary

BORG-WARNER CORPORATION

[SEAL]

By [Signature]
Its _____

ATTEST:

[Signature]
Secretary

COMMONWEALTH OF PENNSYLVANIA)

) SS:

COUNTY OF ALLEGHENY)

On this 5th day of OCTOBER, 1979, before me personally appeared M.H. SIVITZ, to me personally known, who being by me duly sworn, says that he is the PRESIDENT of NATIONAL FLEET LEASING CORPORATION, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

David T. Hallewell
Notary Public

[Notarial seal]

My commission expires:

DAVID T. HALLEWELL, NOTARY PUBLIC
PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES MAR. 18, 1982
Member, Pennsylvania Association of Notaries

STATE OF ILLINOIS)

) SS:

COUNTY OF COOK)

On this 9th day of November, 1979, before me personally appeared Jerry E. Dempsey, to me personally known, who being by me duly sworn, says that he is the President of BORG-WARNER CORPORATION, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Samuel V. Cinsidine
Notary Public

[Notarial Seal]

My commission expires:

August 24, 1982

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, That North American Car Corporation, a Delaware corporation, with its principal place of business at 222 South Riverside Plaza, Chicago, Illinois (hereinafter called "Seller"), for and in consideration of the sum of \$ _____ in full payment for the equipment hereinafter specified, the receipt whereof is hereby acknowledged, has granted, bargained, sold and by these presents does grant, bargain, sell, convey and deliver to _____ (hereinafter called "Purchaser"), its successors and assigns, the following described equipment, to wit:

58 5600-5800 cubic feet, 100 ton pneumatic unloading hopper cars bearing identifying road numbers BWCX 1001 through 1005, inclusive, BWCX 1075 through 1119, inclusive, and BWCX 1151 through 1158, inclusive.

TO HAVE AND TO HOLD the said equipment unto the said Purchaser, its successors and assigns, to and for its own use, forever.

It is understood and agreed that the sale of said cars is on an "AS IS" and "WHERE IS" basis, and North American neither assumes nor authorizes any person to assume for it any liability of any kind whatsoever in connection with such sale. It is further understood and agreed that North American shall not be liable for any indirect or consequential damages of any kind whatsoever.

Seller warrants to Purchaser, its successors and assigns, that at the time of delivery of said equipment Seller had legal title to said equipment and good and lawful right to grant, bargain, sell, convey and deliver as aforesaid and that title to said equipment was, as of the date of delivery of said equipment to Purchaser, free of all claims, liens and encumbrances whatsoever. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, AND THE FOREGOING WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED.

IN WITNESS WHEREOF, Seller has caused its corporate seal to be hereto affixed and has caused these presents to be executed in its behalf by a duly authorized officer and attested by its Assistant Secretary, as of the 1st day of December, 1978.

NORTH AMERICAN CAR CORPORATION

ATTEST:

Assistant Secretary

By

Vice President