



NORTH AMERICAN CAR CORPORATION

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

February 14, 1979

RECORDATION NO. *9927-B* Filed 1425
FEB 26 1979 - 12 00 PM
INTERSTATE COMMERCE COMMISSION

No. *9-053/1018*
Date FEB 26 1979
Fee \$ *10.00*

No. *9-053/1018*
Date FEB 1979
Fee \$ *10.00*
ICC Washington, D. C.

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

ICC Washington, D. C.

Re: Section 11303 Filing: Supplement dated as of February 13, 1979 ("Supplement"), to the Bailment Agreement and Assignment of Leases dated as of December 18, 1978 ("Bailment Agreement"), by and between North American Car Corporation ("Bailee") and General Electric Credit and Leasing Corporation ("Bailor")

Dear Mr. Secretary:

Enclosed for recording under Section 11303 of the Interstate Commerce Act are executed counterparts of the above described Supplement to the above described Bailment Agreement, between Bailee, 222 South Riverside Plaza, Chicago, Illinois 60606 and Bailor, P. O. Box 8300, 260 Long Ridge Road, Stamford, Connecticut 06904. The Bailment Agreement was recorded with the Interstate Commerce Commission at 11:20 a.m. on December 20, 1978.

Under the Supplement and the Bailment Agreement, Bailee agrees to hold, lease, maintain and perform certain administrative and other services with respect to the equipment described in Schedule A (which equipment has been or is to be sold to Bailor) and assigns, transfers and sets over unto Bailor all of Bailee's right, title and interest, powers, privileges and other benefits in, but not its obligations under, the leases of such equipment described in Schedule B to such Supplement together with all amounts which may be received or credited to the account of Bailee in respect of mileage compensation from railroads using the equipment leased under such leases or any other sums received by or payable to Bailee from parties other than the lessee with respect thereto, all in accordance with the Supplement and the Bailment Agreement.

Also enclosed is a check, payable to the Interstate Commerce Commission in the amount of \$10.00 as the recording fee for the Bailment Agreement.

C. [Signature]

FEB 22 11 25 AM '79
FEB 22 12 25 PM '79

TIGER LEASING GROUP

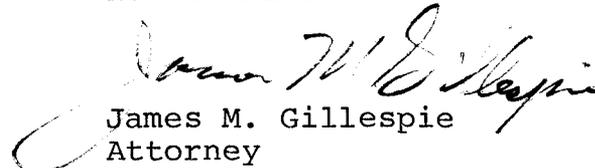
Secretary
Interstate Commerce Commission
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Pursuant to the Commission's rules and regulations for the recording of certain documents under Section 11303 of the Interstate Commerce Act, you are hereby requested to duly file two of each of the enclosed counterparts for record in your office and to return the remaining counterparts together with the Secretary's Certificate of Recording, to the messenger making this delivery.

If you have any questions, please contact me.

Very truly yours,

NORTH AMERICAN CAR CORPORATION


James M. Gillespie
Attorney

JMG:nmb

Enclosure

Interstate Commerce Commission

Washington, D.C. 20423

2/26/79

OFFICE OF THE SECRETARY

James H. Gillespie
North American Car Corporation
222 South Riverside Plaza
Chicago, Illinois 60606

Dear

SIR:

The enclosed document(s) was recorded pursuant to the provisions of Section 20(c) of the Interstate Commerce Act, 49 U.S.C. 20(c), on ^{2/26/79} at 12:00pm, and assigned recordation number(s) 9927-1

Sincerely Yours,



H.G. Homme, Jr.,
Secretary

Enclosure(s)

SE-30-T
(2/78)

SUPPLEMENT, dated as of February 13, 1979, to the BAILMENT AGREEMENT AND ASSIGNMENT LEASES, dated as of December 18, 1978, (the "Assignment"), between GENERAL ELECTRIC CREDIT AND LEASING CORPORATION, a Delaware corporation ("GECC") and NORTH AMERICAN CAR CORPORATION, a Delaware corporation ("NACC"):

WHEREAS, NACC and GECC desire to add the units of railroad equipment referred to in Schedule A hereto (the "Equipment") to the Assignment;

WHEREAS, NACC and GECC desire to assign the leases referred to in Schedule B hereto (the "Leases") to the Assignment;

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and in the Assignment, GECC and NACC agree as follows:

Article I. Definitions, Interpretation

1.01. The definitions set forth or incorporated by reference in the Assignment are incorporated herein by reference to the same extent as if set forth herein, except as herein otherwise provided.

1.02. In the event of any discrepancy between the provisions of this Supplement and the provisions of the Assignment, the provisions of the Assignment shall control and the provisions hereof are expressly made subject thereto.

Article II. Supplement to Assignment

2.01. The Assignment is hereby supplemented to add the Leases (and the Equipment) thereto.

Article III. Representation and Warranties

3.01 The representations, warranties and covenants of NACC in the Assignment are true and correct on and as of the date hereof as though made on and as of this date.

IN WITNESS WHEREOF, NACC and GECC have executed this Supplement as of this 13th day of February, 1979.

NORTH AMERICAN CAR CORPORATION

BY John A. Harrison

ATTEST:

Jean M. Sillagin
Assistant Secretary

GENERAL ELECTRIC CREDIT AND LEASING CORPORATION

BY Edmund C. Baird
c.k. Edmund C. Baird
Manager-Air/Rail Financing

ATTEST:

Harry S. Sill

ATTESTING SECRETARY

RECORDATION NO. 9877 Filed

FEB 26 1979 - 12 00

INTERSTATE COMMERCE COMMISS

STATE OF ILLINOIS)
: ss.:
COUNTY OF COOK)

On this 13th day of February, 1979, before me personally appeared John A. Harrison, to me personally known, who, being by me duly sworn, says that he is a Vice President of NORTH AMERICAN CAR CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and 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.

Brian M. Waldman
Notary Public

(Notarial Seal)

STATE OF Connecticut)
: ss.: Stamford
COUNTY OF Fairfield)

On this 16 day of February, 1979, before me personally appeared E. C. Baird, to me personally known, who, being by me duly sworn, says that he is a Manager in Rail Finance of GENERAL ELECTRIC CREDIT AND LEASING CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and 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.

Eleanor J. Siega
Notary Public

ELEANOR J. SIEGA
NOTARY PUBLIC

(Notarial Seal)

SCHEDULE A *Added*

<u>Description of Equipment (including AAR designation)</u>	<u>Quantity</u>	<u>Reporting Mark (Inclusive)</u>	<u>Serial Number (Inclusive)</u>
30,000 gallon, non-coiled, non-insulated tank cars, DOT 111A 100W1, 100 ton trucks	8	NATX 29225-29232	29225-29232
20,000 gallon, exterior-coiled, insulated, tank cars, DOT 111A 100W3, 100 ton trucks	14	NATX 72545-72558	72545-72558

SCHEDULE B

Assigned

<u>Dates and Numbers of Master Lease and Rider</u>	<u>Reporting Marks of Equipment Subject to Lease</u>	<u>Serial Numbers of Equipment Subject to Lease</u>	<u>Description of Equipment (including AAR designation)</u>
Car Leasing Agreement 1968-7 (dated 8/1/60) Rider #157 (dated 8/28/ 78)	NATX 29225- 29232	29225-29232	30,000 gallon, non-coiled, non-insulated tank cars, DOT 111A100W1, 100 ton trucks.
Car Leasing Agreement 3821-2 (dated 5/21/71) Rider 11 (dated 1/23/79)	NATX 72545- 72558	72545-72558	20,000 gallon, exterior-coiled insulated, tan cars, DOT 111A1 W3, 100 ton tru