



# NORTH AMERICAN CAR CORPORATION

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

October 9, 1979

9-283A164

RECORDATION NO. 9927FFFF Filed 1425

No.

OCT 10 1979 - 2 25 PM

Date OCT 10 1979

Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

INTERSTATE COMMERCE COMMISSION

Fee \$ 20.00

ICC Washington, D. C.

RE: Section 11303 Filing: Supplementary Rider No. 38 dated as of April 30, 1979, ("Lease") to Car Leasing Agreement 5981-6 between North American Car Corporation ("Lessor") and National Starch & Chemical 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").

*Mrs. Lee -  
this one is  
9927-FFFF*

Dear Mr. Secretary:

*SEE Page 2 for cross indexing*

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, P.O. Box 6500, Bridgewater, New Jersey 08807, 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.

*Cindy Wolf*  
*[Signature]*

RECEIVED  
OCT 11 1979



Secretary  
Interstate Commerce Commission  
October 9, 1979  
Page Two

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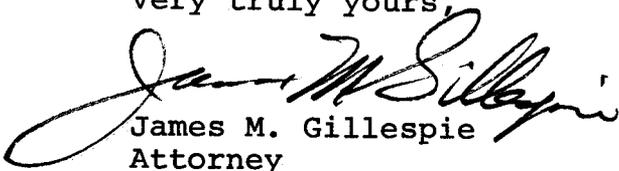
Also enclosed is a check, payable to the Interstate Commerce Commission in the amount of \$10.00 as the recording fee for the Lease *and a \$10.00 fee for cross indexing requested below,*

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.

*Cross Index* → Please cross index this filing against the name of the Lessee, National Starch & Chemical Corporation.

If you have any questions, please contact me.

Very truly yours,

  
James M. Gillespie  
Attorney

JMG/dak  
enclosures

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C E R T I F I C A T E

OCT 10 1979 2 35 PM

INTERSTATE COMMERCE COMMISSION

I hereby certify that I have compared this certified, true copy of Rider No. 38 to Car Leasing Agreement 5981-6 between North American Car Corporation and National Starch & Chemical Corporation dated April 30, 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 Feb. 23, 1982

My Commission Expires \_\_\_\_\_.

*ICC file copy  
9927-FFFF*

RIDER NO. 38  
Forming Part of  
NORTH AMERICAN CAR CORPORATION  
CAR LEASING AGREEMENT 5981-6

~~Original~~

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>
Eleven (11)	20,000 gallon capacity tank cars, exterior coiled, insulated, for shipment of Plasticizer (Reporting marks presently not available)	\$471.00

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

For each mile in excess of 30,000 x days in service that each car covered by this Rider travels in a calendar year, there will be an additional charge of \$0.02.

North American and Lessee agree that the rental rate as shown above shall be increased \$1.40 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 261.8 as was reported for December, 1978. 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 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 30th day of April, 1979.

ATTEST:

*James M. E. Stegman*  
Assistant Secretary

NORTH AMERICAN CAR CORPORATION

By *[Signature]*

Sr. Vice President

NATIONAL STARCH & CHEMICAL CORPORATION

ATTEST:

*Richard J. [Signature]*  
Supervisor of Traffic Services

By *Henry J. [Signature]*

Traffic Director





# NORTH AMERICAN CAR CORPORATION

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

July 25, 1979

National Starch & Chemical Corporation  
P. O. Box 6500  
Bridgewater, New Jersey 08807

RE: Car Leasing Agreement 5981-6  
Rider No. 38

Gentlemen:

This letter is intended to amend Rider No. 38 to Car Leasing Agreement 5981-6 by reducing the number of cars from eleven (11) to six (6). The car numbers will be as follows:

NATX 72600 thru 72605

All other terms and conditions of the aforesaid Car Leasing Agreement shall remain in full force and effect.

Please sign and return to us two copies of this letter to indicate your acceptance of the foregoing amendment.

Very truly yours,

NORTH AMERICAN CAR CORPORATION

BY Richard C. Leonard  
Vice President

ACCEPTED:

NATIONAL STARCH & CHEMICAL CORPORATION

BY Henry J. Sausung  
(Title) Traffic Director

DATED 8/6/79