



NORTH AMERICAN CAR CORPORATION

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

RECORDATION NO. 11417 Filed 12/25

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This is 11417-IIIIII

DEC 30 1980-3 40 PM

INTERSTATE COMMERCE COMMISSION

December 22, 1980

No.
 Date DEC 30 1980
 Fee \$ 20.00

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

ICC Washington, D. C.

RE: Filing of Supplementary Rider No. 2 ("Rider") dated as of June 27, 1979 to Car Leasing Agreement 5770 ("Lease") between North American Car Corporation ("NAC") and Mobay Chemical Corporation ("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 Penn Lincoln Parkway West, Pittsburgh, PA 15205. 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.

RECEIVED FILES
BRANCH
DEC 30 1980

TIGER LEASING GROUP

Secretary
Interstate Commerce Commission

Page 2

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

RECORDATION NO. 11417-III IIII
Filed 1425

DEC 30 1980-3 40 PM

C E R T I F I C A T E
I N T E R S T A T E C O M M E R C E C O M M I S S I O N

I hereby certify that I have compared this certified, true copy of Rider No. 2 to Car Leasing Agreement 5770 between North American Car Corporation and Mobay Chemical Corporation dated June 27, 1979 to the original of such Rider and that this copy is a true and correct copy in all respects.

Sara Brewster

(SEAL)

My Commission Expires My Commission Expires March 26, 1983

KEEP
ICC FILE COPY

11417-III IIII

RIDER
 Form No. 1-10-79
 NORTH AMERICAN CAR CORPORATION
 CAR LEASING AGREEMENT 5779

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)	20,000 gallon capacity tank cars, exterior coiled, insulated, for shipment of Diisocyanate, Isosynate and Polypropylene Glycol (Car numbers to be identified by separate letter from North American to Lessee after such numbers become available. Lessee's countersignature to such letter is not required)	\$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 365 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 266.8 as was reported for March, 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 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 27th day of June, 1979.

ATTEST:

Jean M. Billeguin
 Assistant Secretary

NORTH AMERICAN CAR CORPORATION

By

[Signature]
 Sr. Vice President

ATTEST:

Robert B. Lussan
 Mgr. CDS Secretary
 Director of Transportation

MOBAY CHEMICAL CORPORATION

By

[Signature]
 Director, Cust. & Product Sec.

"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".



LEASING
GROUP

NORTH AMERICAN CAR CORPORATION

222 SOUTH RIVERSIDE PLAZA • CHICAGO, ILLINOIS 60606 U.S.A. • (312) 648-4000 • TELEX 25621

January 21, 1977

Mobay Chemical Corporation
Pittsburgh
Pennsylvania 15205

RE: Car Leasing Agreement 5770
Rider No. 2

Gentlemen:

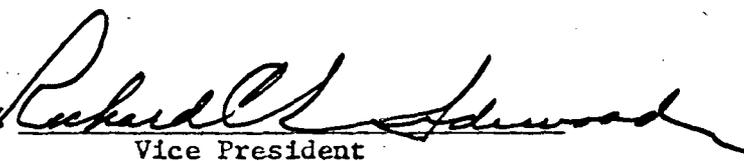
The cars with the following car numbers are to be
subjected to Rider No. 2 of Car Leasing Agreement 5770:

HATX 72650 thru 72669

Very truly yours,

NORTH AMERICAN CAR CORPORATION

BY


Vice President



NORTH AMERICAN CAR CORPORATION

222 SOUTH RIVERSIDE PLAZA • CHICAGO, ILLINOIS 60606 U.S.A. • (312) 648-4000 • TELEX 255227

December 17, 1979

Mobay Chemical Corporation
Pittsburgh
Pennsylvania 15205

RE: Rider No. 2 of Car
Leasing Agreement 5770

Gentlemen:

This letter shall amend Rider No. 2 of Car Leasing Agreement 5770 by adding the following paragraph thereto:

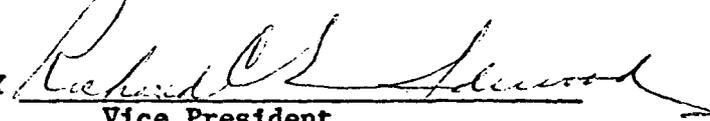
"Notwithstanding anything in this Rider or Car Leasing Agreement No. 5770 dated April 3, 1979 between the parties hereto to the contrary, there shall be an additional charge without abatement or termination in any manner or for any reason, whatsoever, of \$92.00 per car per month, which shall be payable by Lessee to North American, for each month during the first sixty (60) months of this Rider to cover the cost of installation of lining, stainless steel parts and painting. The charge described in the immediately preceding sentence, shall be in addition to the rental charges with respect to the cars and all other charges of any kind whatsoever."

All other terms and conditions of the aforesaid Car Leasing Agreement 5770, Rider No. 2 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,

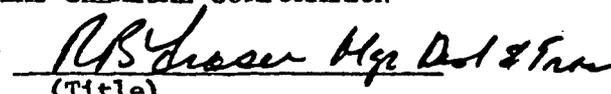
NORTH AMERICAN CAR CORPORATION

BY 

Vice President

ACCEPTED:

MOBAY CHEMICAL CORPORATION

BY 
(Title)

DATED 2/16/80

Handwritten:
4/4/80

