

**NORTH
AMERICAN
CAR**

NORTH AMERICAN CAR CORPORATION

33 West Monroe
Chicago, IL U.S.A. 60603
Telephone 312.853.5000
Telex #255222

13173

RECORDATION NO. Filed 1425

Edward H. Soderstrom II
General Counsel
Remarketing Service Division and
Investor Management Programs
Law Department
312.853.5324

JUL 2 1981 - 3 45 PM
June 18, 1981

INTERSTATE COMMERCE COMMISSION

Secretary
Interstate Commerce Commission
Washington, D. C. 20423

No. **1-183A077**
JUL 2 - 1981
Date
Fee \$ **50.00**

Re: Filing of Bailment Agreement and Assignment of Lease ("Bailment Agreement") dated as of February 20, 1981 between North American Car ("NAC") and General Electric Credit and Leasing Corporation ("GECC").

Dear Secretary:

Enclosed for recording under 49 U.S.C. §11303 are executed counterparts of the Bailment Agreement. NAC's address is 33 West Monroe, Chicago, Illinois 60603 and GECC's address is P.O. Box 8300, 260 Long Ridge Road, Stamford, Connecticut 06904.

Under the Bailment Agreement, NAC assigns to GECC all its interest and rights in and to, but not its obligations under, the leases of those railcars described in Schedule B thereto, together with all amounts which may be received or credited to NAC's account in respect of mileage compensation from railroads using those railcars or any other amounts received by or payable to NAC from parties other than the lessee thereof. GECC also bails those railcars described in Schedule A thereto (which railcars have been or are to be sold to GECC) for the purpose of performing certain leasing, administrative, repair, maintenance and other services with respect thereto.

Also enclosed is a check, payable to the Interstate Commerce Commission in the amount of \$50 as the recording fee for the Bailment Agreement. Pursuant to the Commission's rules and regulations for the recording of certain documents, you are hereby requested to duly file a counterpart 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 the undersigned.

Sincerely,

NORTH AMERICAN CAR CORPORATION

By *[Signature]*
Edward H. Soderstrom II,
Assistant Secretary

EHS/ml
enc.

RECEIVED
JUL 3 3 38 PM '81

Handwritten notes:
New Number
Robert X. ...
C. ...

Interstate Commerce Commission
Washington, D.C. 20423

7/2/81

OFFICE OF THE SECRETARY

Edward H. Soderstrom II
Assistant Secretary
North American Car Corporation
33 West Monroe
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 **7/2/81** at **3:45pm**, and assigned re-
recording number(s). **13173 & 11417-~~HHHHHHHH~~**

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

JUL 2 1981-3 45 PM

BAILMENT AGREEMENT AND ASSIGNMENT OF LEASES INTERSTATE COMMERCE COMMISSION

(FLEET III)

BAILMENT AGREEMENT AND ASSIGNMENT OF LEASES, dated as of February 20, 1981, between General Electric Credit And Leasing Corporation, a Delaware corporation ("GECC"), and North American Car Corporation, a Delaware corporation ("NACC").

WHEREAS, GECC and NACC have entered into a Restated Management and Service Agreement as Amended and Supplemented With Respect to Fleet III, dated as of February 20, 1981 (the "Fleet III Agreement"), whereby NACC will, from time to time, sell certain units of railroad equipment to GECC, and whereby NACC will manage such equipment;

WHEREAS, GECC has purchased, or will purchase, the units of railroad equipment described in Annex A as such Annex may be supplemented or amended from time to time as provided in Article IV hereof (the "Equipment") from NACC and NACC has, or will arrange Leases for the Equipment pursuant to leases described in Annex B as such Annex may be supplemented or amended from time to time as provided in Article IV hereof (the "Leases");

WHEREAS, subject to the provisions of the Fleet III Agreement, GECC is or will be the lawful owner of the Equipment and has or will have, when the Equipment is sold to it, full and unencumbered title to the Equipment.

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

Article I. Definitions, Interpretation

1.01. The definitions set forth or incorporated by reference in the Fleet III Agreement 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 Agreement and the provisions of the Fleet III Agreement, the provisions of the Fleet III Agreement shall control and the provisions hereof are expressly made subject thereto.

Article II. Bailment

2.01. GECC, as bailor, hereby confirms that the Equipment has been, or will be, delivered to NACC, as bailee, to provide leasing, administrative, repair, maintenance and marketing services for such Equipment in accordance with the provisions of the Fleet III Agreement and the Management Agreement, as heretofore or hereafter amended, supplemented or restated.

2.02. NACC agrees to hold the Equipment on GECC's behalf, to lease and maintain such Equipment and to account for all income with respect to the Equipment, all in accordance with the terms and conditions of the Fleet III Agreement and the Management Agreement, as heretofore or hereafter amended, supplemented or restated.

Article III. Assignment of Leases

3.01. NACC hereby assigns, transfers and sets over unto GECC (i) all NACC's right, title and interest, powers, privileges and other benefits in, but not its obligations under, the Leases, including, without limitation, the immediate right to receive and collect all rentals, profits and other sums payable to or receivable by NACC from the Lessee under or pursuant to the provisions of any Lease whether as rent, casualty payment, indemnity, liquidated damages, or otherwise, and (ii) all amounts which may be received by or credited to the account of NACC in respect of mileage compensation from railroads using the Equipment or any other sums received by or payable to NACC from parties other than the Lessee with respect thereto (such moneys being hereinafter called the "Payments"), and the right to make all waivers and agreements, to give all notices, consents and releases, to take all action upon the happening of an event of default specified in any Lease, and to do any and all other things whatsoever which NACC is or may become entitled to do under any Lease. In furtherance of the foregoing assignment, NACC hereby irrevocably authorizes and empowers GECC in its own name, or in the name of its nominee, to ask, demand, sue for, collect and receive any and all Payments to which NACC is or may become entitled under any Lease and to enforce compliance by the Lessee thereof with all the terms and provisions thereof.

3.02. The execution and delivery of this Agreement shall not subject GECC to, or transfer, or pass, or in any way affect or modify the liability of NACC under any

Lease, it being agreed that notwithstanding this Agreement or any subsequent assignment, all obligations of NACC to any Lessee shall be and remain enforceable by such Lessee, its successors and assigns, against, and only against, NACC or persons other than GECC, except as provided in Section 9.12 of the Fleet III Agreement.

3.03. NACC will faithfully abide by, perform and discharge each and every obligation, covenant and agreement which any Lease provides is to be performed by NACC (such performance to be, where applicable, in accordance with the terms of the Fleet III Agreement). Without the written consent of GECC, NACC will not waive, excuse, condone, forgive or in any manner release or discharge the Lessee of or from the obligations, covenants, conditions and agreements to be performed by such Lessee, including, without limitation, the obligation to pay the rents in the manner and at the time and place specified in such Lease or enter into any agreement amending, modifying or terminating such Lease. Notwithstanding the foregoing, NACC shall have the right to cure payment defaults by the Lessee to the extent permitted by Section 9.09 of the Fleet III Agreement.

3.04. NACC does hereby constitute GECC as NACC's true and lawful attorney, irrevocably, with full power (in the name of NACC, or otherwise) to ask, require, demand, receive, compound and give acquittance for any and all Payments due and to become due under or arising out of a Lease to which NACC is or may become entitled, to enforce compliance by the Lessee with all the terms and provisions of a Lease, to endorse any checks or other instruments or orders in connection therewith and to file any claims or take any action or institute any proceedings which GECC may deem to be necessary or advisable under the circumstances.

3.05. NACC represents, warrants and covenants that each Lease (a) has been duly and validly executed by NACC and the Lessee, (b) has not been modified, extended or amended, (c) has not been encumbered by any prior transfer, assignment, sublease, mortgage, liens or assessments or encumbrances of whatsoever nature caused by or suffered to exist by NACC or the failure of NACC to perform any term, covenant, condition or agreement of such Lease and (d) is in full force and effect and NACC further represents, warrants and covenants that all the terms, covenants, conditions and agreements on NACC's part to be performed or observed under such Lease have been fully performed and

observed, and agrees to indemnify GECC from and against any loss or damage arising out of any default on the part of NACC in the performance or observance of the said terms, covenants, conditions and agreements required to be performed or observed. NACC represents that the Lessee is not in default in any of its obligations under such Lease.

3.06. NACC further warrants and represents that:

(a) the representations and warranties of NACC in the Fleet III Agreement are true and correct on and as of the date hereof as though made on and as of this date;

(b) NACC has performed all obligations and satisfied all conditions on its part to be performed or satisfied pursuant to the Management Agreement at or prior to the date hereof;

(c) no Termination Event has occurred and no event has occurred, which with the passage of time or the giving of notice, or both, would result in a Termination Event;

(d) NACC is in full compliance with all of its covenants and agreements on its part to be performed pursuant to the Management Agreement;

(e) the representations and warranties of the Builder or Builders of the Equipment are or will be at least as favorable to the purchasers of such Equipment as NACC generally obtains in connection with similar Equipment that it purchases for its own account;

(f) a UCC-1, or other appropriate form of financing statement, has been or will be filed with the Secretary of State of Illinois with respect to the Assignment of Leases and no other filing or recording is necessary under the Uniform Commercial Code of Illinois to perfect GECC's interest in the Leases; and

(g) no more than four copies of each Lease have been or will be executed and NACC has caused to be marked on all copies but two of each of the Leases the following legend:

"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'".

NACC shall make the following disposition of such Leases:

(i) one copy so marked may be filed with the Interstate Commerce Commission under Section 11303(a) of the Interstate Commerce Act, or any successor provision thereto;

(ii) one copy so marked may be retained by NACC;

(iii) one copy, not otherwise legended, shall have been marked "LESSEE'S COPY" and shall be delivered to the Lessee;

(iv) one copy, not otherwise legended, shall have been marked "ORIGINAL" and shall be delivered to GECC;

provided, however, that if a Lessee shall request more than one executed copy of its Lease, the number of copies of such Lease which NACC may execute shall be increased by the number of copies, in excess of one, which the Lessee shall request, provided, further, that each copy in excess of four shall be disposed of as provided in clause (iii) above or as provided in the following sentence. Any copy not so disposed of pursuant to clauses (i) through (iv) above shall be delivered to GECC.

3.07. NACC will hold GECC harmless from and against any claim from any broker in connection with or based upon the negotiation or execution of this Agreement or the Lease or the transactions contemplated herein or therein.

3.08. NACC will, from time to time, execute, acknowledge and deliver any and all further instruments required by law or reasonably requested by GECC to confirm or further assure the interest of GECC hereunder.

Article IV. Supplements

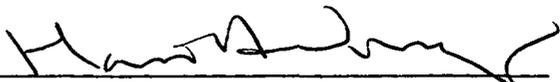
4.01. NACC and GECC may from time to time, subject to any conditions and restrictions of the Fleet III Agreement and the Management Agreement, as heretofore or hereafter amended, supplemented or restated, enter into a supplement or supplements hereto, substantially in the form of Attachment A, which shall form a part hereof, to reflect the sale of additional Equipment to GECC and the bailment of

such Equipment to NACC or the assignment of Leases with respect to Equipment to GECC, or both. Upon execution and delivery of such a supplement the Units of Equipment described therein shall be bailed to NACC (if not previously so bailed) and the Lease shall be assigned to GECC, all in accordance with the provisions of this Agreement. No such supplement shall add units of railroad equipment to this Agreement which are not part of Fleet III.

IN WITNESS WHEREOF, NACC and the Trustee have executed this Bailment Agreement and Assignment of Lease as of this 18th day of June, 1981.

NORTH AMERICAN CAR CORPORATION

[CORPORATE SEAL]

By 
Director-Investor Management Program

ATTEST:

By 
Asst Secy

GENERAL ELECTRIC CREDIT AND
LEASING CORPORATION

[CORPORATE SEAL]

By 
Manager-Operations

ATTEST:

By 
attesting Secretary

ANNEX A

| <u>Description of Equipment (Including AAR designation)</u> | <u>Quantity</u> | <u>Reporting Mark (Inclusive)</u> | <u>Serial Number (Inclusive)</u> |
|---|-----------------|--|--|
| 3000 cubic foot covered hopper car, pressure differential unloading (15 psi), 100-ton truck, Class LO | 15 | NAHX 94423 - 94437 | 94423 - 94437 ✓ |
| 23 500 gallon exterior coiled, insulated tank car, 100-ton truck, DOT 111A100W3 | 3 | NAHX 77367, 77368, 77370 | 77367, 77368, ✓ 77370. |
| 3000 cubic foot covered hopper car, 100-ton truck, two compartment, two gates, Class LO | 5 | NAHX 29505 - 29509 | 29505 - 29509 ✓ |
| 4750 cubic foot covered hopper car, 100-ton truck, Class LO | 222 | CNW 190606, 190607 190754, 190757- 190761, 190766, 190771- 190983 | 63796 ✓ 63797 ✓ 63944 ✓ 63947- 63951 ✓ 63956 ✓ 63961- 64173 |
| 4750 cubic foot covered hopper car, 100-ton truck, Class LO | 268 | CNW 190001, 190233- 190499 | 63008 ✓ 63240- 63506- |
| 23,500 gallon exterior coiled, insulated tank car, 100-ton truck DOT 111A100W3 | 3 | NATX 77389 77391 77396 | 77389 ✓ 77391 ✓ 77396 ✓ |

ANNEX A

| <u>Description of Equipment (Including AAR designation)</u> | <u>Quantity</u> | <u>Reporting Mark (Inclusive)</u> | <u>Serial Number (Inclusive)</u> |
|---|-----------------|---------------------------------------|--------------------------------------|
| 5000 cubic foot covered hopper car, pressure differential unloading (15 psi), 100-ton truck, Class LO | 8 | NAHX 550083 - 550090 | 550083 - 550090 |
| 20 000 gallon exterior coiled, insulated tank car, 100-ton truck, DOT 111A100W3 | 2 | NATX 72900 - 72901 | 72900 - 72901 |
| 3000 cubic foot covered hopper car, pressure differential unloading (15 psi), 100-ton truck, Class LO | 10 | NAHX 94414 - 94422, 94438 | 94414 - 94422, 94438 |
| 3000 cubic foot covered hopper car, 100-ton truck, two compartments, two gates, Class LO | 10 | NAHX 29510 - 29519 | 29510 - 29519 |

ANNEX B

| <u>Dates and Numbers of Master Lease and Rider</u> | <u>[ICC Recordation number]*</u> | <u>Reporting Marks of Equipment Subject to Lease</u> | <u>Serial Numbers of Equipment Subject to Lease</u> | <u>Description of Equipment (Including A designation)</u> |
|--|----------------------------------|--|---|--|
| Car Leasing Agreement 5978 (dated 10/1/72) Rider No. 2 (dated 2/5/81) | | NAHX 94423 - 94437 | 94423 - 94437 | 3000 cubic foot covered hopper car, pressure differential unloading (15 psi), 100-ton trucks, Class LO |
| Car Leasing Agreement 6111 (dated 7/22/74) Rider No. 5 (dated 2/27/81) | | NATX 77367, 77368, 77370 | 77367, 77368, 77370 | 23500 gallon exterior coiled, insulated tank car, 100-ton truck, DOT 111A100W3 |
| Car Leasing Agreement 6104 (dated 2/2/81) Rider No. 3 (dated 2/20/81) | | NAHX 29505 - 29509 | 29505 - 29509 | 3000 cubic foot covered hopper car, 100-ton truck Class LO |
| Car Leasing Agreement 1392-5 (dated 1/3/81) Rider No. 5 (dated 3/19/81) | | CNW 190606 190607, 190754, 190757- 190761, 190766, 190771- 190983 | 63796 63797 63944 63947- 63951- 63956 63961- 64173 | 4750 cubic foot covered hopper car, 100-ton truck, Class LO |
| Car Leasing Agreement 1392-6 (dated 1/3/81) Rider No. 6 (dated 3/19/81) | | CNW 190001, 190233- 190499 | 63008 63240- 63506 | 4750 cubic foot covered hopper car, 100-ton truck, Class LO |
| Car Leasing Agreement 1814-8 (dated 7/15/74) Rider No. 5 (dated 6/i/81) | | NATX 77389 77391 77396 | 77389 77391 77396 | 23,500 gallon exterior coiled, insulated tank car, 100-ton truck, DOT 111A100W3 |

* If applicable.

ANNEX B

| <u>Dates and Numbers of Master Lease and Rider</u> | <u>[ICC Recordation number]*</u> | <u>Reporting Marks of Equipment Subject to Lease</u> | <u>Serial Numbers of Equipment Subject to Lease</u> | <u>Description of Equipment (Including A designation)</u> |
|--|--------------------------------------|--|---|--|
| Car Leasing Agreement. 3224-4 (dated 9/12/74) Rider No. 11 (dated 5/1/81) | | NAHX 550083 - 550090 | 550083 - 550090 | 5000 cubic foot covered hopper car, pressure differential unloading (15 psi), 100-ton truck, Class LO |
| Car Leasing Agreement 7025-1 (dated 12/12/62) Rider No. 26 (dated 5/15/81) | | NATX 72900 - 72901 | 72900 - 72901 | 20000 gallon exterior coiled, insulated tank car, 100-ton truck, DOT 111A100W-3 |
| Car Leasing Agreement 5713 (dated 7/26/79) Rider No. 2 (dated 4/15/81) | | NAHX 94414 - 94422, 94438 | 94414 - 94422, 94438 | 3000 cubic foot covered hopper car, pressure differential unloading (15 psi), 100-ton truck, Class LO |
| Car Leasing Agreement 6104 (dated 2/2/81) Rider No. 4 (dated 7/1/81) | | NAHX 29510 - 29519 | 29510 - 29519 | 3000 cubic foot covered hopper car, 100-ton truck, two compartments, two gates, Class LO |

* If applicable.

SUPPLEMENT, dated as of _____, 19____, to the BAILMENT AGREEMENT AND ASSIGNMENT OF LEASES, dated as of _____, 19____ (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.

* Delete if Supplement relates only to Leases.

IN WITNESS WHEREOF, NACC and GECC have executed this Supplement as of this _____ day of _____, 19 ____.

NORTH AMERICAN CAR CORPORATION

By _____

ATTEST:

By _____

THE CONNECTICUT BANK AND TRUST COMPANY, acting not in its individual capacity but as Trustee under a Trust Agreement, dated as of April 13, 1981, with General Electric Credit and Leasing Corporation

By _____

ATTEST:

By _____

STATE OF)
 : ss.:
COUNTY OF)

On this th day of , 19 , before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a of THE CONNECTICUT BANK AND TRUST COMPANY, 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.

Notary Public

[NOTARIAL SEAL]

ANNEX A

Description of
Equipment
(Including AAR
designation)

Quantity

Reporting Mark
(Inclusive)

Serial Number
(Inclusive)

SCHEDULE B

Dates and
Numbers of
Master Lease
and Rider

[ICC Recordation
number]*

Reporting Marks
of Equipment
Subject to Lease

Serial Numbers
of Equipment
Subject to Lease

Description
of Equipment
(Including A
designation)

* If applicable.

AMENDMENT, dated as of _____, 19____, to the BAILMENT AGREEMENT AND ASSIGNMENT OF LEASES, dated as of February 20, 1981 (the "Assignment"), between GENERAL ELECTRIC CREDIT AND LEASING CORPORATION, a Delaware corporation ("GECC"), and NORTH AMERICAN CAR CORPORATION, a Delaware corporation ("NACC").

WHEREAS, by Supplement dated as of _____, 19____ (the "Supplement"), GECC and NACC have added the units of railroad equipment referred to in Schedule A hereto (the "Equipment") to the Assignment;

WHEREAS, NACC and GECC desire to remove the Equipment from the Assignment for the period during which, in accordance with the provisions of Section 4B.06 of the Restated Management and Service Agreement as Amended and Supplemented with respect to Fleet III, dated as of February 20, 1981, between GECC and NACC (the "Fleet III Agreement"), the Equipment is subject to the NACC Lease and subleased, or covered by an assignment, to a Sublessee under a Short-Term Sublease (as such terms are defined in the Fleet III Agreement);

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

Article 1. 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 Amendment and the provisions of the Assignment or the Fleet III Agreement, the provisions of the Assignment and the Fleet III Agreement shall control and the provisions hereof are expressly made subject thereto.

Article II. Amendment to Assignment

2.01. The Equipment is hereby removed from the Assignment for the term of the NACC Lease with respect thereto. Upon expiration of the term of the NACC Lease

with respect thereto, the Equipment shall become again subject to the Assignment in accordance with the provisions of the Supplement without need for any further action by NACC or GECC.

Article III. Representations and Warranties

3.01. The representations, warranties and covenants of NACC in the Assignment and the Fleet III Agreement 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 Amendment as of this _____ day of _____, 19 ____ .

NORTH AMERICAN CAR CORPORATION

By _____

ATTEST:

GENERAL ELECTRIC CREDIT AND
LEASING CORPORATION

By _____

ATTEST:

STATE OF)
 : ss.:
COUNTY OF)

On this day of , 19 ,
before me personally appeared , to
me personally known, who being by me duly sworn, says that
he is a 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.

Notary Public

[Notarial Seal]

SCHEDULE A

Description of
Equipment
(including AAR
designation)

Quantity

Reporting Mark
(Inclusive)

Serial Number
(Inclusive)