



3-053A144

No.

Date .FEB. 22. 1983.....

Fee \$ ..10.00.....

NORTH AMERICAN CAR CORPORATION RECORDATION NO. 13678-D  
33 West Monroe  
Chicago, IL U.S.A. 60603  
Telephone 312.853.5000  
Telex #255222

FFB 22 1983 -2 45 P.m.  
INTERSTATE COMMERCE COMMISSION

ICC Washington, D. C.  
February 18, 1983

Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Dear Secretary:

I have enclosed an original and several certified, true copies of the document described below, to be recorded pursuant to section 11303 of title 49 of the U.S. Code.

This document is Rider No. 5C, a secondary document, dated as of July 14, 1982.

*This is -D*  
The primary document to which this is connected is recorded under Recordation No. 13678.

The names and addresses of the parties to the document are as follows:

Lessor: The Connecticut Bank and Trust Company,  
as Trustee u/t/a dated as of 2/10/83,  
with General Electric Credit and  
Leasing Corporation  
One Constitution Plaza  
Hartford, CT 06115  
Attn: Corporate Trust Dept.

Lessee: North American Car Corporation  
33 West Monroe  
Chicago, IL 60603

RECEIVED  
FEB 22 2 40 PM '83  
RECORDATION BR.

A description of the equipment covered by the document follows:

- 1 - 5000 cu. ft. covered hopper car, pressure differential unloading (Class L0), SN 550215.

A fee of \$10.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to the messenger presenting this document.

Page Two

A short summary of the document to appear in the index follows:

→ *add decl to Lease 1 hopper SN 550215*  
Rider No. 5C dated as of July 14, 1982, to Lease of  
Railroad Equipment dated as of February 10, 1982  
between The Connecticut Bank and Trust Company,  
as Trustee u/t/a dated as of 2/10/82 with General  
Electric Credit and Leasing Corporation, One  
Constitution Plaza, Hartford, CT 06115, Attn:  
Corporate Trust Dept., Lessor, and North American Car  
Corporation, 33 West Monroe, Chicago, IL 60603,  
Lessee, covering the following equipment:

- 1 - 5000 cu. ft. covered hopper car,  
pressure differential unloading  
(Class L0), SN 550215.

Very truly yours,



Edward H. Soderstrom II

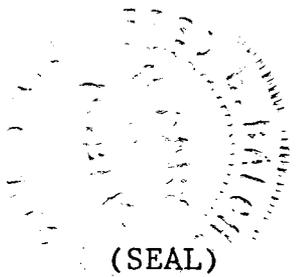
EHS/mtg  
Enc.

RECORDATION NO. 13678-D  
FEB 22 1983 -2 45 PM  
INTERSTATE COMMERCE COMMISSION

C E R T I F I C A T E

I hereby certify that I have compared this certified, true copy of Rider No. 5C, dated as of July 14, 1982, to Lease of Railroad Equipment dated as of February 10, 1982, between North American Car Corporation and The Connecticut Bank and Trust Company, not individually but as Trustee under a Trust Agreement dated as of February 10, 1982 with General Electric Credit and Leasing Corporation, to the original of such Rider and that this copy is a true and correct copy in all respects.

Fred B Baechle  
Fred B. Baechle



(SEAL)

My Commission Expires 4-8-86.

RIDER TO NACC LEASE

RECORDATION NO. 13678-D  
FILED 1488

FFB 22 1983 .2 45 PM  
INTERSTATE COMMERCE RAILROAD  
COMMISSION

RIDER NUMBER 5C, dated as of July 14, 1982, to the LEASE OF RAILROAD EQUIPMENT, dated as of February 10, 1982 (the "Lease") between NORTH AMERICAN CAR CORPORATION, a Delaware corporation (the "Lessee"), and THE CONNECTICUT BANK AND TRUST COMPANY, a Connecticut banking corporation, acting not in its individual capacity, but as Trustee (the "Lessor") under a Trust Agreement dated as of February 10, 1982, with General Electric Credit and Leasing Corporation, a Delaware corporation.

Pursuant to Section 2 of the Lease, the units of railroad equipment described in Schedule A attached hereto (the "Units"), are hereby leased by the Lessor to the Lessee subject to the terms and conditions of the Lease.

The Lessee agrees to sublease the cars to Penntech Paper, Inc. (the "NACC Sublessee") pursuant to a sublease dated July 21, 1982, (the "NACC Sublease").

The rent for each car for the twelve month period commencing upon the designated anniversary of the delivery of that car shall be the amount indicated below:

<u>Year</u>		<u>Monthly Rental</u>
1	(Date of Delivery thru 1st anniversary)	\$683.31
2	(1st anniversary thru 2nd anniversary)	667.29
3	(2nd anniversary thru 3rd anniversary)	662.19
4	(3rd anniversary thru 4th anniversary)	604.28
5	(4th anniversary and thereafter)	599.68

Rent shall accrue from such time a car is placed into service of the Sublessee until that car has been removed from the service of the Sublessee. Rent for the cars shall be payable as provided in Section 4 of the Lease.

The cars shall be leased to the Lessee for a period commencing on the the date of delivery thereof to Sublessee and continuing for a period ending five (5) years from the first day of the month following the average date of delivery of such cars to Sublessee, except as provided in Section 4 of the Lease.

The Lessee warrants and represents that the representations and warranties of the Lessee in the Lease are true and correct on and as of the date hereof as though made on and as of this date.

IN WITNESS WHEREOF, the parties hereto have caused this Rider to be executed in their respective corporated names, by officers thereunto duly authorized, and their respective corporate seals to be affixed and duly attested, all as of the date first above written.

NORTH AMERICAN CAR CORPORATION

By [Signature]

(Corporate Seal)

ATTEST:

By [Signature]

THE CONNECTICUT BANK AND TRUST COMPANY,  
acting not in its individual capacity but  
as Trustee under a Trust Agreement dated as  
of February 10, 1982, with General Electric  
Credit and Leasing Corporation

(Corporate Seal)

By [Signature]

ATTEST:

By \_\_\_\_\_

AGENT

This Lease is a COUNTERPART ORIGINAL. No assignment of or property interest in this Lease may be created by this Lease or by the transfer of possession of the copy marked "ORIGINAL".

SCHEDULE 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 trucks, Class LO	1	NAHX 550215	550215



**NORTH AMERICAN CAR CORPORATION**

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

January 13, 1983

The Connecticut Bank and Trust Company  
acting not in its individual capacity  
but as Trustee under Trust Agreement  
dated as of February 10, 1982, with  
General Electric Credit and Leasing  
Corporation

Re: Rider 5c, dated as of May 20, 1982, to the  
Lease of Railroad Equipment dated February 10,  
1982

Gentlemen:

Effective immediately, this letter shall amend Rider No. 5c,  
dated as of July 14, 1982, to the Lease of Railroad Equipment,  
dated February 10, 1982, between North American Car Corporation  
and The Connecticut Bank and Trust Company by changing Section 4  
to read in its entirety as follows:

"The rent for each car for the twelve month period commencing  
upon the designated anniversary of the delivery of that car shall  
be the amount indicated below:

<u>Year</u>	<u>Monthly Rental</u>
1 (Date of delivery thru 1st anniversary)	\$685.46
2 (1st anniversary thru 2nd anniversary)	669.96
3 (2nd anniversary thru 3rd anniversary)	665.02
4 (3rd anniversary thru 4th anniversary)	608.98
5 (4th anniversary thru 5th anniversary)	604.53
6 (5th anniversary and thereafter)	488.43

Rent shall accrue from such time a car is placed into service  
of the Sublessee until that car has been removed from the service  
of the Sublessee. Rent for the cars shall be payable as provided in  
Section 3 of the Lease."



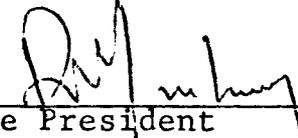
The Connecticut Bank and Trust Company  
January 13, 1983  
Page 2

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All other terms and conditions of the aforesaid Lease shall remain in full force and effect.

Very truly yours,

NORTH AMERICAN CAR CORPORATION

By   
Vice President

ACCEPTED:

GENERAL ELECTRIC CREDIT AND LEASING  
CORPORATION

By   
(Title)

**AGENT**

Dated 1/24/83

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

On this *17<sup>th</sup>* day of *SEPTEMBER*, 198*2*, before me personally appeared Harold Wong, to me personally known, who, being by me duly sworn says that he is a Director - Investor Management Programs 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 assigned 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.

~

*Fred B Baechle*  
\_\_\_\_\_  
Notary Public

(Notarial Seal)

STATE OF CONNECTICUT    )  
                                  ) SS.:  
COUNTY OF FAIRFIELD    )

On this *16* day of *November*, 198*2*, before me personally appeared *Chris Lundberg*, to me personally known, who, being by me duly sworn says that (s)he is an agent of the Trustee and that said instrument was signed on behalf of said Trustee by authority of appointment dated *July 27, 1981*, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said Trustee.

*Anna M Delahunt*  
\_\_\_\_\_  
Notary Public

(Notarial Seal)

ANNA MARIE DELAHUNT  
NOTARY PUBLIC  
MY COMMISSION EXPIRES MARCH 31, 1985