



# NORTH AMERICAN CAR CORPORATION

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

RECORDATION NO. 9927-EEEEEE Filed 1425

February 27, 1980

0-063A068

11:23 AM - 3 1980

INTERSTATE COMMERCE COMMISSION

*So many p. for case...*

Date MAR 3 1980  
Fee \$ 20.00

Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

ICC Washington, D.C.

*M. Lee:  
This one is  
9927-EEEEEE*

RE: Section 11303 Filing: Supplementary Rider No. 27  
dated as of February 13, 1979 ("Lease") to Car Leasing  
Agreement 8371-6 between North American Car Corporation  
("Lessor") and <sup>Tenneco Chemicals, Inc. - Intermediate</sup> Division ("Lessee")  
in supplement of the Bailment Agreement and Assignment  
of Leases ("Assignment of Leases") dated as of December  
18, 1978, between Lessor and General Electric Credit  
and Leasing Corporation ("Assignee").

Dear Mr. Secretary:

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 2, Piscataway, New Jersey 08854

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 Recordation 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.

**TIGER LEASING GROUP**

Secretary  
Interstate Commerce Commission

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 *Supplementary Rider and \$10.00 for the cross-indexing requested below.*

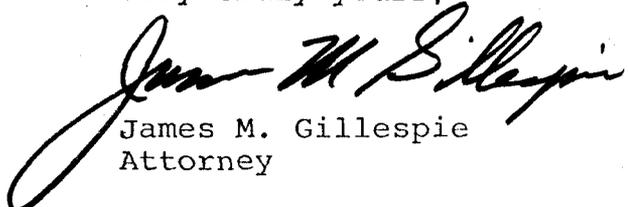
Pursuant to the Commission's rules and regulations for the recording of documents under Section 11303 of the Interstate Commerce Act you are hereby requested to duly file two of each of the enclosed certified, true copies for record in your office and to return the executed counterpart and the extra 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, Tenneco Chemicals, Inc., Intermediate Division.

If you have any questions, please contact me.

Very truly yours,

  
James M. Gillespie  
Attorney

enclosure

RECORDATION NO. 9927-EEEEEE Filed 1425

MAR - 3 1980 - 12 00 PM

C E R T I F I C A T E INTERSTATE COMMERCE COMMISSION

I hereby certify that I have compared this certified, true copy of Rider No. 27 to Car Leasing Agreement 8371-6 between North American Car Corporation and Tenneco Chemicals, Inc. Intermediate Division dated February 13, 1979, to the original of such Rider and that this copy is a true and correct copy in all respects.

Debra A. Kelly

My Commission Expires February 23, 1983.

Keep for  
ICC file  
Copy  
9927 EEEEEEE

RIDER NO. 27  
Forming Part of  
NORTH AMERICAN CAR CORPORATION  
CAR LEASING AGREEMENT 8371-6

This rider ("Rider") and the above Car Leasing Agreement constitute the entire agreement ("Agreement") which, together with all of the terms and conditions of the Agreement, may be assigned as security or otherwise. No subsequent modification 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 Payment</u>
Twenty (20)	10,000 gallon capacity tank cars, 111A, for shipment of Methanol (reporting marks presently not available)	\$422.00

*See Rider 1 letter*

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

For each mile in excess of  $\frac{30,000 \times \text{days in service}}{365}$  that each car covered by this Rider travels in a calendar year, there will be an additional charge of \$0.02.

It is understood that some of the cars furnished Lessee under Car Leasing Agreement 8371-6 and North American's rights under said Agreement may, at the time of delivery to Lessee or at some future time during the term of said Agreement, be subject to the terms of a mortgage, deed of trust, equipment trust, pledge or assignment or similar security arrangement. Lessee agrees that the cars may be stenciled or marked to set forth the ownership of any such cars in the name of a mortgagee, trustee, pledgee, assignee or security holder and that said Agreement and Lessee's rights thereunder, are and shall at all times be subject and subordinated to any and all rights of any mortgagee, trustee, pledgee or security holder. As to the cars subject thereto, said Agreement and the rentals thereunder may have been assigned and may in the future be assigned to the holder, if any, of the superior lien from time to time on each car as determined with reference to the filings under Section 20c of the Interstate Commerce Act; however, until notified to the contrary by any person reasonably proving to Lessee's satisfaction that he is the assignee of said Agreement or the rentals thereunder, Lessee is to pay all rentals to the order of North American. Lessee hereby consents to and accepts such assignment. Lessee agrees that no claim or defense which Lessee may have against North American shall be asserted or enforced against any assignee of said Agreement.

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 256.6 as was reported for September, 1978. Rentals thus calculated shall be rounded to the nearest \$0.50.

This Lease is subject to the terms and conditions of the Car Leasing Agreement 8371-6 and this Rider.

It is understood and agreed that Lessee shall be responsible for the replacement, maintenance and application of the interior protective coating.

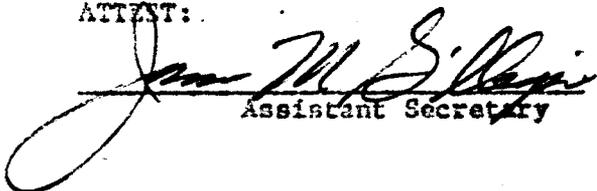
In addition to the provisions of paragraph 19 of this lease, it is understood and agreed that Lessee shall be responsible for the subject to this Rider and each Rider hereafter or hereinafter entered into by both Lessee and at a point or points designated by North American.

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 service, Lessee agrees to pay an additional monthly charge of \$1.75 per car for each MOD 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 13th day of February, 1979.

ATTEST:

  
Assistant Secretary

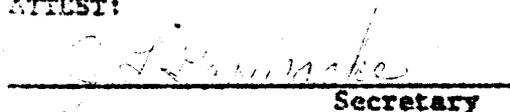
NORTH AMERICAN CAR CORPORATION

By

  
Sr. Vice President

TENNECO CHEMICALS, INC.  
INTERMEDIATE DIVISION

ATTEST:

  
Secretary

By

  
President

RIDER NO. 27  
Forming Part of  
NORTH AMERICAN CAR CORPORATION  
CAR LEASING AGREEMENT 8371-6

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

On this 17th day of September, 1978, before me personally appeared John J. Miller, to me personally known, who, being by me duly sworn, says that he is a Director of North American Car Corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors or other due authority, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

A. J. [Signature]  
Notary Public

(Notarial Seal)

STATE OF New Jersey     )  
                              :    ss.:  
COUNTY OF Middlesex     )

On this 30th day of October, 1979, before me personally appeared R. J. Miller, to me personally known, who, being by me duly sworn, says that he is a Vice President of Tenneco Chemicals, Inc., that said instrument was signed on behalf of said corporation by authority of its Board of Directors or other due authority, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Eleanor M. Carlson  
Notary Public

(Notarial Seal)

NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires February 5, 1981

C E R T I F I C A T E

I hereby certify that I have compared this certified, true copy of the Amendment Letter to Rider No. 27 to Car Leasing Agreement 8371-6 between North American Car Corporation and Tenneco Chemicals, Inc. dated February 13, 1979, to the original of such Amendment Letter and that this copy is a true and correct copy in all respects.

(SEAL)

*John W. Talami*

My Commission Expires 2-14-83



**NORTH AMERICAN CAR CORPORATION**  
222 SOUTH RIVERSIDE PLAZA • CHICAGO, ILLINOIS 60606 U.S.A. • (312) 646-4000 • TELEX 255222

November 28, 1979

Tenneco Chemicals, Inc.  
Intermediate Division  
P. O. Box 2  
Piscataway, New Jersey 08854

Re: Rider No. 27  
of Car Leasing Agreement 8371-6

Gentlemen:

The cars with the following reporting marks are to be subjected to Rider No. 27 of Car Leasing Agreement 8371-6:

NATX 29258 thru 29277.

Please sign and return two executed copies of this letter for our files.

Very truly yours,

NORTH AMERICAN CAR CORPORATION

By Richard A. Greenwood

Vice President

ACCEPTED:

TENNECO CHEMICALS, INC.  
INTERMEDIATE DIVISION

By Richard Powell  
(Title) Rail Fleet Supervisor

Dated December 6, 1979