



# NORTH AMERICAN CAR CORPORATION

222 SOUTH RIVERSIDE PLAZA • CHICAGO, ILLINOIS 60606 U.S.A. • (312) 649-4000 • TELEX 255222

Date **MAR 4 1980**

**0-064A043**

February 21, 1980

RECORDATION NO. *11417 CC* Filed 1425

MAR 4 1980 - 12 10 PM

INTERSTATE COMMERCE COMMISSION

Fee \$ 20.00

*See P. 1 of ...*

CC Washington, D.C.

*Mrs. Lee -  
this one is  
11417-CC*

Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

RE: Section 11303 Filing: Supplementary Rider No. 4  
dated as of December 5, 1979 ("Lease") to Car Leasing  
Agreement 5770 between North American Car Corporation  
("Lessor") and Mobay Chemical Corporation ("Lessee")  
in supplement of the Bailment Agreement and Assignment  
of Leases ("Assignment of Leases") dated as of November  
2, 1979, 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, Penn Lincoln Parkway West, Pittsburgh, PA 15205,  
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 1:15 p.m. on January 23, 1980, under Recordation No. 11417.

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

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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 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.

*11/22*  
*11/22* } Please cross index this filing against the name of the Lessee, Mobay Chemical Corporation.

If you have any questions, please contact me.

Very truly yours,

*James M. Gillespie*  
James M. Gillespie  
Attorney

enclosure

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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. 4 to Car Leasing Agreement 5770 between North American Car Corporation and Mobay Chemical Corporation dated December 5, 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 February 23, 1983.

KEEP for  
ICC file  
copy  
11417-CC

RIDER NO. 4  
Forming Part of  
NORTH AMERICAN CAR CORPORATION  
CAR LEASING AGREEMENT 5770

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>
Ten (10)	5,750 cubic foot capacity lined, hopper cars, for shipment of Plastic Pellets (NAHX 59406 thru 59415)	\$540.00

North American and Lessee agree that the rental rate as shown above shall be increased \$1.55 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 280.5 as was reported for July, 1979. Rentals thus calculated shall be rounded to the nearest \$0.50.

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

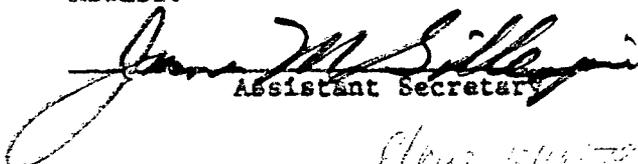
For each mile in excess of  $\frac{20,000 \times \text{days in service}}{365}$  that each car covered by this Rider travels in a calendar year, there will be an additional charge of \$0.025.

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 whatsoever for any reason whatsoever of \$53.00 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. 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. It is further understood and agreed that said amortization as described in this paragraph shall be increased \$1.55 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 from the lining shop for delivery to Lessee, over a base of 281.6 as was reported for September, 1979. Rentals thus calculated shall be rounded to the nearest \$0.50.

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 5th day of December, 1979.

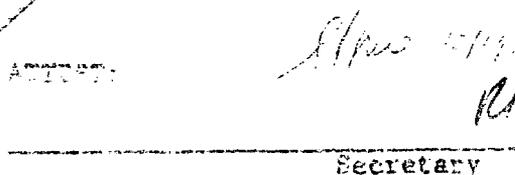
ATTEST:

  
Assistant Secretary

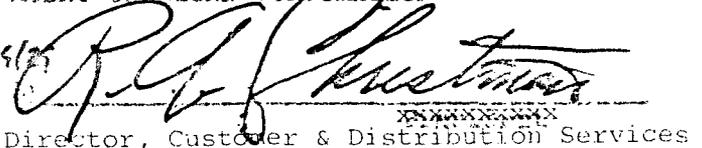
NORTH AMERICAN CAR CORPORATION

By   
Vice President

ATTEST:

  
Secretary

MOBAY CHEMICAL CORPORATION

  
Director, Customer & Distribution Services

This Lease is a COUNTERPART ORIGINAL. No assignment of or security interest in this lease may be created or assigned without the written consent of the lessor. This is a true and correct copy of the original.

