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No. DEC 3 1980  
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RECORDATION NO. 11417-YYYYY  
Filed 1423

DEC 3 - 1980 - 2 10 PM

TIGER LEASING GROUP

REC Washington, D. C.

INTERSTATE COMMERCE COMMISSION

November 13, 1980.

DEC 3 2 04 PM '80  
DOCKET FILES  
BRANCH

Secretary  
Interstate Commerce Commission  
Washington, D.C.

Re: Section 11303 Filing: Supplement dated as of  
November 13, 1980 ("Supplement") to the Bailment  
Agreement and Assignment of Leased dated as of  
November 2, 1979, ("Bailment Agreement"), by and  
between North American Car Corporation ("Bailee")  
and General Electric Credit and Leasing Corporation  
("Bailor"). Recorded under Recordation No. 11417.

Dear Mr. Secretary:

Enclosed for recording under Section 11303 of the Interstate  
Commerce Act are executed counterparts of the above described  
Supplements to the above described Bailment Agreement, between  
Bailee, 222 South Riverside Plaza, Chicago, Illinois 60606  
and Bailor, P.O. Box 8300, 260 Long Ridge Road, Stamford,  
Connecticut 06904. The Bailment Agreement was recorded  
with the Interstate Commerce Commission at 1:15 p.m. on  
January 23, 1980, under Recordation No. 11417.

Under the Bailment Agreement, Bailee agrees to hold, lease,  
maintain and perform certain administrative and other services  
with respect to the equipment described in Schedule A thereto  
(which equipment has been or is to be sold to Bailor) and  
assigns, transfers and sets over unto Bailor all of Bailee's  
right, title and interest, powers, privileges and other bene-  
fits in, but not its obligations under, the leases of such  
equipment described in Schedule B to the Bailment Agreement,  
together with all amounts which may be received or credited  
to the account of Bailee in respect of mileage compensation  
from railroads using the equipment leased under such leases  
or any other sums received by or payable to Bailee from parties  
other than the lessee with respect thereto, all in accordance  
with the Bailment Agreement.

The Supplement, by its terms, amends Annex A and B to the  
Bailment Agreement as set forth in the Supplement and the  
schedules thereto.

**NORTH AMERICAN CAR CORPORATION**

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

*See  
this case  
11417-YYYYY*



Secretary  
Interstate Commerce Commission

Page Two

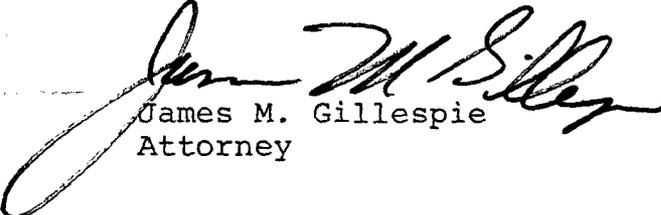
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Also enclosed is a check, payable to the Interstate Commerce Commission in the amount of \$10.00 as the recording fee for the Bailment Agreement.

Pursuant to the Commission's rules and regulations for the recording of certain documents, under Section 11303 of the Interstate Commerce Act, you are hereby requested to duly file two of each of the enclosed counterparts 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 me.

Very truly yours,



James M. Gillespie  
Attorney

JMG/dak  
enclosures

11417-YYYYY  
SUPPLEMENT, dated as of November 13, 1980 to the BAILMENT AGREEMENT AND ASSIGNMENT LEASES, dated as of November 2, 1979, (the "Assignment"), between GENERAL ELECTRIC CREDIT AND LEASING CORPORATION, a Delaware corporation ("GECC") and NORTH AMERICAN CAR CORPORATION, a Delaware corporation ("NACC"):

REGISTRATION No. 11417-YYYYY  
DEC 3 - 1980 - 2 10 PM  
INTERNATIONAL COMMERCE COMMISSION

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.

IN WITNESS WHEREOF, NACC and GECC have executed this Supplement as of this 13th day of November, 1980.

NORTH AMERICAN CAR CORPORATION

By Harold W. Jones

ATTEST:

Jane W. Silberger  
Assistant Secretary

GENERAL ELECTRIC CREDIT AND LEASING CORPORATION

By K. Rusternholz

ATTEST:

Anne T. Maloy  
ANNE T. MALOY  
ATTESTING SECRETARY

Kenneth G. Rusternholz  
Vice President and Manager  
Transportation and Major  
Project Financing

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

On this 13th day of November, 1980, 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 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.

*Debra A Kelly*  
Notary Public

My Commission Expires 2/23/83.  
(Notarial Seal)

STATE OF Connecticut )  
 ) SS.:  
COUNTY OF Fairfield )

On this 1 day of December, 1980, before me personally appeared *K.G. Rusterholz*, to me personally known, who, being by me duly sworn, says that he is a VP-Gen. Mgr. Transportation + Major Projects 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.



(Notarial Seal)

*Anna Marie Delahunt*  
Notary Public  
ANNA MARIE DELAHUNT  
NOTARY PUBLIC  
MY COMMISSION EXPIRES MARCH 31, 1985

SCHEDULE A

<u>Description of Equipment (including AAR designation)</u>	<u>Quantity</u>	<u>Reporting Mark (Inclusive)</u>	<u>Serial Number (Inclusive)</u>
16,500 gallon exterior coiled, insulated tank cars, 100-ton trucks, DOT111A100W3	10	NATX 17742- 17751	17742- 17751

SCHEDULE B

<u>Dates and Numbers of Master Lease and Rider</u>	<u>Reporting Marks of Equipment Subject to Lease</u>	<u>Serial Numbers of Equipment Subject to Lease</u>	<u>Description of Equipment (in- cluding AAR desig</u>
Car Leasing Agreement 5264-01 (dated 10/15/79) Rider No. 3 (dated 10/3/80)	NATX 17742- 17751	17742- 17751	16,500 gallon exterior coiled, insulated tank cars, 100-ton trucks, DOT 111A100W3