



# NORTH AMERICAN CAR CORPORATION

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

RECORDATION NO. 11417-YYYYYYYY

No. DEC 30 1980

*This is  
11417-YYYY  
YYYY*

DEC 30 1980-3 40 PM

Date.....  
Fee \$.....

IN STATE COMMERCE COMMISSION December 22, 1980

ICC Washington, D. C.

O-365A082

Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

RE: Filing of Supplementary Rider No. 39 ("Rider") dated as of March 18, 1980 to Car Leasing Agreement 5981-6 ("Lease") between North American Car Corporation ("NAC") and National Starch and Chemical Corporation ("Lessee")

Dear Madam:

Enclosed for recording under 49 U.S.C. Section 11303 are an executed counterpart and four certified true copies of the Rider, which has been assigned to General Electric Credit and Leasing Corporation ("Assignee"), pursuant to a Bailment Agreement and Assignment of Leases ("Bailment Agreement") dated as of December 18, 1978 and amended on November 15, 1979 and recorded with the Interstate Commerce Commission on January 23, 1980, under Recordation No. 11417. Please record this Rider under that Recordation number.

The equipment is covered in the Rider and the names and addresses of the parties are as follows. The address of the Lessor, North American Car Corporation, is 222 South Riverside Plaza, Chicago, Illinois 60606 and the address of the above named Lessee is 10 FINDERNE AVENUE, BRIDGEWATER, NEW JERSEY 08807. Please cross index this filing against the name of that Lessee.

The Rider supplements the Lease by subjecting the equipment described in the Rider to the terms of the Lease, thereby leasing the same to the Lessee. The Bailment Agreement provides that NAC shall hold, lease, maintain and perform certain administrative and other services with respect to the equipment covered by the Lease and that NAC assigns to Assignee all its interest in, but not its obligations under, the Lease (including amounts received or credited for mileage compensation relating to that leased equipment). The equipment covered by the Lease has been or is to be sold to Assignee.

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RECEIVED FILES  
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**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 \$20 for the required recording fee. Pursuant to the Commission's rules and regulations for the recording of certain documents under 49 U.S.C. Section 11303, you are hereby requested to duly file one certified true copy for record in your office, cross-indexing the same so stated above, and to return the executed counterpart and the remaining three certified true copies, the Secretary's Certificate of Recording, and related fee receipt, to the messenger making this delivery.

If you have any questions, please contact the undersigned.

Very truly yours,



Edward H. Soderstrom, II  
Assistant Secretary

enclosure

RECORDATION NO. 11417-YYYYYYYYY Filed 1429

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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.39 to Car Leasing Agreement 5981-6 between North American Car Corporation and National Starch and Chemical Corporation dated March 18, 1980 to the original of such Rider and that this copy is a true and correct copy in all respects.

Geny Catalano

(SEAL)

My Commission Expires 8-14-83.

KEEP  
JCC FILE COPY  
11417-YYYYYY  
YY

RIDER NO. 3:  
Forming Part of  
NORTH AMERICAN CAR CORPORATION  
CAR LEASING AGREEMENT 5981-6

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>
Seven (7)	20,000 gallon exterior coiled, insulated tank cars, equipped with top & bottom unloading valves with carbon bodies and stainless steel inner balls (NATX 72728 thru 72734)	\$504.00

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.

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.

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

The application, maintenance and/or replacement of the interior protective lining is to be performed by and at the expense of Lessee.

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 to, modify, or in any manner adjust, the cars subject to this lease in order to qualify them for operation in railroad interchange, Lessee agrees to pay an additional monthly charge of \$1.75 per car for each \$100 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.

"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."

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 18th day of March, 1960.

ATTEST:

*James W. Siligini*  
Assistant Secretary

NORTH AMERICAN CAR CORPORATION

By *W. L. ...*  
Vice President

ATTEST:

*Marie A. ...*  
Secretary

NATIONAL STARCH AND CHEMICAL CORPORATION

By *Stanley A. Filipiak*  
General Traffic Manager

"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."

State of Illinois )  
                          ) SS:  
County of Cook    )

On this 19 day of May, 1980, before me personally appeared S. P. [unclear], to me personally known, who, being by me duly sworn, says that he is a VP President 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.

[Signature]  
Notary Public  
My Commission expires 5/6/82

(Notarial Seal)

State of New Jersey )  
                          ) SS:  
County of Somerset )

On this 3 day of June, 1980, before me personally appeared Stanley A. Filipiak, to me personally known, who, being by me duly sworn, says that he is a General Traffic Manager of National Starch and Chemical 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.

[Signature]  
Notary Public  
My Commission expires \_\_\_\_\_

(Notarial Seal)

MARILYN R. KIRSNER  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires April 3, 1984