



NORTH AMERICAN CAR CORPORATION

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

RECORDATION NO. 11417 FILE

Q-365A082

No. DEC 30 1980

DEC 30 1980-3 40 PM

Date.....
Fee \$ 20.00

INTERSTATE COMMERCE COMMISSION

December 22, 1980 ICC Washington, D. C.

This is

*11417 - KKKK
KKKK*

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

RE: Filing of Supplementary Rider No. 3 ("Rider") dated as of September 15, 1980 to Car Leasing Agreement 0515-2 ("Lease") between North American Car Corporation ("NAC") and Armstrong World Industries ("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 Box 3001 W. Liberty & Charlotte Sts., Lancaster, Pennsylvania 17604. 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.

DEC 30 3 34 PM '80
DOCKET FILES
BRANCH

TIGER LEASING GROUP

Secretary
Interstate Commerce Commission

Page 2

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-KKKKKKKK
DEC 30 1980-3 40 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. 3 to Car Leasing Agreement 0515-2 between North American Car Corporation and Armstrong World Industries, Inc. dated September 15, 1980 to the original of such Rider and that this copy is a true and correct copy in all respects.

David M. Schhardt

(SEAL)

My Commission Expires 5-6-82.

- KEEP
JCC FILE COPY

11417 - KKKKK
KKK

RIDER NO. 3
 Forming Part of
 NORTH AMERICAN CAR CORPORATION
 CAR LEASING AGREEMENT 0515-2

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>
Five (5)	FD 5000, 14.7 psi hopper cars, for shipment of Starch (NAHX 550077 thru 550081)	\$740.00

North American and Lessee agree that the rental rate as shown above shall be increased \$2.00 per car per month for each point increase in the Wholesale Price Index of Commodity Prices (railroad equipment - code 100), according to the latest information available as reported in the annual "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 304.6 as was reported for May, 1980. Rentals thus calculated shall be rounded to the nearest \$0.50.

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

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

It is understood and agreed that Lessee agrees to be responsible for the maintenance of the pressure differential system with which said cars are equipped.

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 required to be made.

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

CAR LEASING AGREEMENT 0515-2
RIDER NO. 3

State of Illinois)
) SS:
County of Cook)

On this 2nd day of October, 1980, before me personally appeared R. C. Underwood to me personally known, who, being by me duly sworn, says that he is a Vice 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.

Larry Catalano
Notary Public
My Commission expires 8-14-83

(Notarial Seal)

State of Pennsylvania)
) SS:
County of Lancaster)

On this 21st day of November, 1980, before me personally appeared Frederick O. Schweizer, to me personally known, who, being by me duly sworn, says that he is a Group Vice-President of Armstrong World Industries, 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.

Cathy J. Pretzman
Notary Public
My Commission expires March 7, 1983

(Notarial Seal)

CATHY J. PRETZMAN, Notary Public
LANCASTER, LANCASTER COUNTY, PA.
MY COMMISSION EXPIRES MARCH 7, 1983

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 15th day of September, 1930.

ATTEST:

James M. Billings
Assistant Secretary

NORTH AMERICAN CAR CORPORATION

By

Robert L. ...
Vice President

ATTEST:

James M. Billings
Assistant Secretary

ARMSTRONG WORLD INDUSTRIES, INC.

Frederick ...
Group Vice-President

"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."