



NORTH AMERICAN CAR CORPORATION

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

*This is
11417 - M M M M
M M M M*

RECORDATION NO. 11417 Filed 1425

M M M M M M M M M M
O-365A082

DEC 30 1990-3 40 PM

December 22, 1980

DEC 30 1980

Date.....

Time 2:20 PM

INTERSTATE COMMERCE COMMISSION

ICC Washington, D.C.

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

RE: Filing of Supplementary Rider No. 98 ("Rider") dated as of November 2, 1979 to Car Leasing Agreement 7551-1 ("Lease") between North American Car Corporation ("NAC") and Rohm & Haas Company ("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 Independence Mall West, Philadelphia, PA 19105. 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 relative 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
SOCKET 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

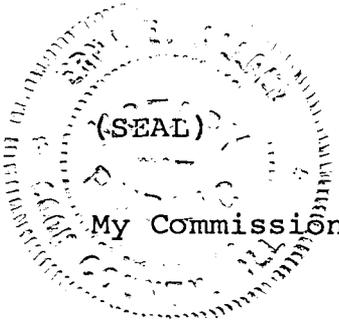
RECORDATION NO. 11417-MMMMMMMMMM Filed 1990

DEC 30 1990-3 40 P.M.

CERTIFICATE OF INTERSTATE COMMERCE COMMISSION

I hereby certify that I have compared this certified, true copy of Rider No. 98 to Car Leasing Agreement 7551-1 between North American Car Corporation and Rohm & Haas Company dated November 2, 1979 to the original of such Rider and that this copy is a true and correct copy in all respects.

Edward E. Allred



My Commission Expires 9/27/81.

KEEP
JCC FILE COPY

11417 - MMMMM
MMM

AMENDED & RESTATED

RIDER NO. 98
Forming Part of
NORTH AMERICAN CAR CORPORATION
CAR LEASING AGREEMENT 7551-1

Rider No. 98 to Car Leasing Agreement 7551-1, dated November 1, 1979, is hereby amended and restated in its entirety, effective as of November 2, 1979, to be and read as follows:

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>
(A) Twenty-five (25)	20,730 gallon capacity tank cars, exterior coiled, insulated, for shipment of Acrylates (NATX 72674 thru 72698)	\$532.00
(B) Four (4)	20,730 gallon capacity tank cars, exterior coiled, insulated, for shipment of Acrylates (NATX 72735 thru 72738)	\$539.50
(C) Twenty-one (21)	20,730 gallon capacity tank cars, exterior coiled, insulated, for shipment of Acrylates (NATX 72764 thru 72784)	\$486.00

~~For each mile in excess of 30,000 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.~~ RR 7

With respect to the cars covered under (C) above, North American and Lessee agrees 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 271.6 as was reported for May, 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.

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

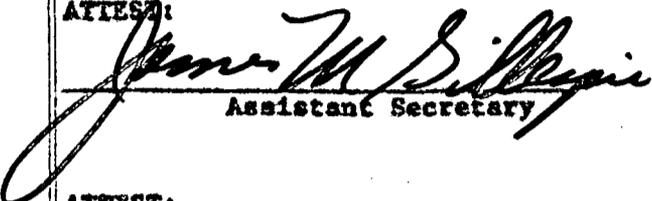
"This Lease is a COUNTERPART ORIGINAL. No assignment of or security interest in, this Lease may be created or effected except by the transfer of possession of the copy marked "ORIGINAL."

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 2nd day of November, 1979.

ATTEST:


Assistant Secretary

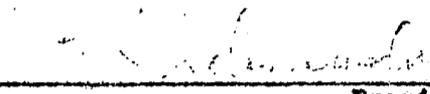
NORTH AMERICAN CAR CORPORATION

By 
Vice President

ATTEST:

Secretary

ROHM & HAAS COMPANY

By 
President
7/14

"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."

