

SECURITIES AND EXCHANGE COMMISSION

FORM 8-K

Current report filing

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FILER

ASSOCIATES CORPORATION OF NORTH AMERICA

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SIC: **6141** Personal credit institutions

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SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K
CURRENT REPORT

Pursuant to Section 13 or 15(d) of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): May 5, 1995

ASSOCIATES CORPORATION OF NORTH AMERICA
(Exact name of registrant as specified in its charter)

DELAWARE

(State or other jurisdiction of incorporation)

(Commission File Number)	1-6154
(I.R.S. Employer Identification Number)	74-1494554

250 E. Carpenter Freeway, Irving, Texas (Address of principal executive offices)	75062-2729 (Zip Code)
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Registrant's telephone number, including area code (214) 541-4000

Item 7. Financial Statements and Exhibits.

(c) Exhibits.

The following exhibits relate to the Registrant's Registration No. 33-55949 on Form S-3 with respect to which the Registrant commenced an offering on May 5, 1995 of \$300,000,000 principal amount of 6 5/8 % Senior Notes due May 15, 1998:

4(a) - Definitive Form of Note

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

ASSOCIATES CORPORATION OF
NORTH AMERICA

By: /s/ Roy A. Guthrie
Senior Vice President and
Principle Accounting Officer

Date: May 9, 1995

INDEX TO EXHIBITS

Exhibit
Number

4(a) - Definitive Form of Note

/TEXT

REGISTERED
NUMBER
R

REGISTERED

\$

[LOGO]

CUSIP

SEE REVERSE FOR CERTAIN DEFINITIONS

ASSOCIATES CORPORATION OF NORTH AMERICA

6 5/8% Senior Note Due May 15, 1998

Associates Corporation of North America, a Delaware corporation (hereinafter called the "Company", which term includes any successor corporation under the Indenture hereinafter referred to), for value received, hereby promises to pay to or registered assigns, the sum of \$ on May 15, 1998, and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) thereon from May 12, 1995, or from the most recent Interest Payment Date to which interest has been paid or duly provided for, semi-annually, on May 15 and November 15 in each year, commencing November 15, 1995, and at Maturity, at the rate per annum specified in the title of this Note, until the principal hereof is paid or made available for payment. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in said Indenture, be paid to the Person in whose name this Note (or one or more Predecessor Securities as defined in said Indenture) is registered at the close of business on the last day of April or last day of October, as the case may be, next preceding such Interest Payment Date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the Registered Holder on such last day of April or last day of October, as the case may be, and may be paid to the Person in whose name this Note (or one or more Predecessor Securities) is registered at the close of business on a record date not less than 10 days prior to the date fixed by the Trustee for payment of such defaulted interest, notice of which record date shall be given to Holders of Notes not less than 15 days prior to such record date, or may be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Notes may be listed, and upon such notice as maybe required by such exchange, all as more fully provided in said Indenture. Payment of the principal of and interest on this Note will be made at the office or agency of the Company maintained for that purpose at the Corporate Trust Office of the Trustee, or, at the option of the Holder, at the office or agency of the Company maintained for that purpose in the Borough of Manhattan, The City of New York, or at such additional offices or agencies maintained for such purpose as the Company may from time to time designate, in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts; provided,

however, that (i) payment of interest will be made (subject to collection) by check mailed to the address of the Person entitled thereto as such address shall appear on the Securities Register or, if appropriate wire transfer instructions have been received in writing by the Trustee at its Corporate Trust Office or at its corporate trust facility in the Borough of Manhattan, The City of New York, not later than five Business Days prior to the record date for an applicable Interest Payment Date, by wire transfer of immediately available funds and (ii) payment of principal hereof at Maturity will be made in immediately available funds upon surrender of this Note at the Corporate Trust Office of the Trustee or at the corporate trust facility of the Trustee located in the Borough of Manhattan, The City of New York, or at such additional offices or agencies maintained for such purpose as the Company may from time to time designate.

Reference is hereby made to the further provisions of this Note set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless the certificate of authentication hereon has been executed by or on behalf of the Trustee referred to on the reverse hereof by manual signature, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed under its corporate seal.

Dated:

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Securities of the series provided for under the within-mentioned Indenture.

NATIONSBANK OF TEXAS, N. A., as Trustee

By Authorized Signatory

ASSOCIATES CORPORATION OF NORTH AMERICA ATTEST: By

Secretary

Chairman of the Board

Facsimile Signature

Facsimile Seal

Facsimile Signature

ASSOCIATES CORPORATION OF NORTH AMERICA

6 5/8% SENIOR NOTE DUE MAY 15, 1998

This Note is one of a duly authorized issue of debentures, notes or other evidences of indebtedness (hereinafter called the "Securities") of the Company of the series hereinafter specified, which series is limited in aggregate principal amount to \$300,000,000, all such Securities issued and to be issued under an indenture dated as of October 15, 1994 (hereinafter called the "Indenture"), between the Company and NATIONSBANK OF TEXAS, N.A., as Trustee, to which Indenture and all indentures supplemental thereto reference is hereby made for a specification

of the rights and limitation of rights thereunder of the Holders of the Securities and of the rights, obligations, duties and immunities of the Trustee and of the Company. As provided in the Indenture, the Securities may be issued in one or more series, which different series may be issued in various aggregate principal amounts, may mature at different times, may bear interest, if any, at different rates, may be subject to different redemption provisions, if any, may be subject to different sinking, purchase or analogous funds, if any, may be subject to different covenants and Events of Default and may otherwise vary as in the Indenture provided or permitted. This Note is one of a series of the Securities designated therein as 6 5/8% Senior Notes due May 15, 1998 (the "Notes").

The Notes may not be redeemed prior to their Stated Maturity.

If an Event of Default with respect to the Notes, as defined in the Indenture, shall occur and be continuing, the principal of all the Notes may be declared due and payable in the manner and with the effect provided in the Indenture.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Securities under the Indenture at any time by the Company with the consent of the Holders of 66 2/3% in aggregate principal amount of the Securities at the time Outstanding, as defined in the Indenture, of each series of Securities to be affected thereby. The Indenture also contains provisions permitting the Holders of specified percentages in aggregate principal amount of the Securities of any series at the time Outstanding, as defined in the Indenture, on behalf of the Holders of all the Securities of such series, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences with respect to such series. Any such consent or waiver by the Holder of this Note shall be conclusive and binding upon such Holder and upon all future Holders of this Note and of any Note issued upon the transfer hereof or in exchange herefor or in lieu hereof whether or not notation of such consent or waiver is made upon this Note.

No reference herein to the Indenture and no provision of this Note or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and interest on this Note at the times, place and rate, and in the coin or currency, herein prescribed.

As provided in the Indenture and subject to certain limitations therein set forth, this Note is transferable on the Securities Register of the Company, upon surrender of this Note for registration of transfer at the office or agency of the Company to be maintained for that purpose at the Corporate Trust Office of the Trustee, or the office or agency of the Company to be maintained for that purpose in the Borough of Manhattan, The City of New York, or at such additional offices or agencies maintained for such purpose as the Company may from time to time designate, duly endorsed by, or

accompanied by a written instrument of transfer in form satisfactory to the Company and the Securities Registrar duly executed by, the Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Notes, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

The Notes are issuable only in registered form without coupons in denominations of \$1,000 and any integral multiple of \$1,000. As provided in the Indenture and subject to certain limitations therein set forth, Notes are exchangeable for a like aggregate principal amount of Notes of a like tenor and of a different authorized denomination, as requested by the Holder surrendering the same.

No service charge shall be made for any such transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the registration of such transfer or exchange, other than certain exchanges not involving any transfer.

Certain terms used in this Note which are defined in the Indenture have the meanings set forth therein.

THIS NOTE SHALL FOR ALL PURPOSES BE GOVERNED BY,
AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

The Company, the Trustee and any agent of the Company or the Trustee may treat the person in whose name this Note is registered as the owner hereof for all purposes, whether or not this Note be overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

The following abbreviations, when used in the inscription on the face of this instrument, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM as tenants in common

UNIF GIFT MIN ACT Custodian Cust Minor under Uniform Gifts to Minors Act

TEN ENT as tenants by the entireties

JT TEN as joint tenants with right of survivorship and not as tenants in common

Additional abbreviations may also be used though not in the above list.

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING
NUMBER OF ASSIGNEE

(Please Print or Typewrite Name and Address of Assignee)

the within instrument of ASSOCIATES CORPORATION OF NORTH AMERICA and
does hereby irrevocably constitute and appoint

_____ Attorney to
transfer said instrument on the books of the within-named Company, with full
power of substitution in the premises.

Dated _____

NOTICE: The signature to this assignment must correspond
with the name as written upon the face of the within instrument in every
particular, without alteration or enlargement or any change whatever.