



NORTH AMERICAN CAR CORPORATION

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

RECORDATION NO. 9927-2DD Filed 1425

9-186A120

JUL 5 1979 - 2 00 PM July 3, 1979

JUL 06 1979

INTERSTATE COMMERCE COMMISSION

Date
Fee \$ 20.00

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Washington, D. C.

RE: Section 11303 Filing: Supplementary Rider No. 4 dated as of April 19, 1979, ("Lease") to Car Leasing Agreement 1569 between North American Car Corporation ("Lessor") and Corning Glass Works ("Lessee") in supplement of the Bailment Agreement and Assignment of Leases ("Assignment of Leases") dated as of December 16, 1978, between Lessor and General Electric Credit and Leasing Corporation ("Assignee").

Dear Mr. Secretary:

Enclosed for recording under Section 11303 of the Interstate Commerce Act is one executed counterpart and four certified true copies of the above described supplementary Lease, between Lessor, 222 South Riverside Plaza, Chicago, Illinois and Lessee, Corning, New York 14830, and assigned to Assignee, P.O. Box 8300, 260 Long Ridge Road, Stamford, Connecticut 06904. The Assignment of Leases was recorded with the Interstate Commerce Commission at 11:20 a.m. on December 20, 1978, under Document No. 9927.

Under the Lease and the Assignment of Leases the Lessor leases the cars described therein to the Lessee and assigns such lease to the Assignee under and in accordance with the Assignment of Leases.

Under the Assignment of Leases, Lessor agrees to hold, lease, maintain and perform certain administrative and other services with respect to the equipment covered by such Lease (which equipment has been or is to be sold to Assignee) and assigns, transfers and sets over unto Assignee all of Lessor's right, title and interest, powers, privileges and other benefits in, but not its obligations under, the Lease together with all amounts which may be received or credited to the account of Lessor in respect of mileage compensation from railroads using the equipment leased under such Lease or any other sums received by or payable to Lessor from parties other than the Lessee with respect thereto, all in accordance with the lease and the Assignment of Leases.

RECEIVED
JUL 05 1979
2 5 10P

This one is 9927-DDD

Grand Johnson
[Signature]

RECEIVED

TIGER LEASING GROUP

Secretary
Interstate Commerce Commission
July 3, 1979
Page Two

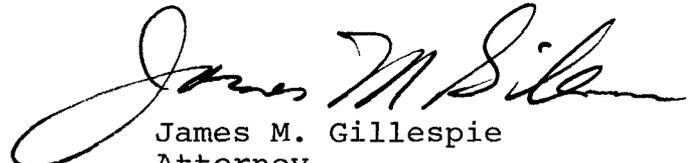
Also enclosed is a check, payable to the Interstate Commerce Commission in the amount of \$10.00 as the recording fee for the Lease, *and one for \$10.00 to cover the cross recording requested below.*

Pursuant to the Commission's rules and regulations for the recording of documents under Section 11303 of the Interstate Commerce Act you are hereby requested to duly file two of each of the enclosed certified, true copies for record in your office and to return the executed counterpart and the extra certified, true copies together with the Secretary's Certificate of Recording, to the messenger making this delivery.

→ Please cross index this filing against the name of the Lessee, Corning Glass Works.

If you have any questions, please contact me.

Very truly yours,


James M. Gillespie
Attorney

JMG/dak
enclosure

Interstate Commerce Commission
Washington, D.C. 20423

7/5/79

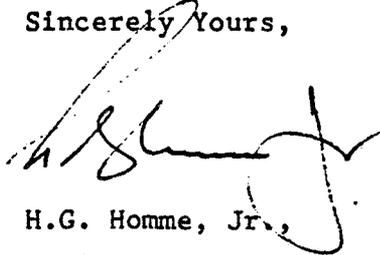
OFFICE OF THE SECRETARY

James M. Gillespie
North American Car Corporation
222 South Riverside Plaza
Chicago, Illinois 60606

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 20(c) of the Interstate Commerce Act, 49 U.S.C. 20(c), on 7/5/79 at 2:30pm and assigned recordation number(s) 9927-DDD, 9927-EEE, 9927-FFF, 9927-GGG

Sincerely Yours,


H.G. Homme, Jr.,
Secretary

Enclosure(s)

SE-30-T
(2/78)

RECORDATION NO. 9927 DAD Filed 1425

C E R T I F I C A T E JUL 5 1979 2 1 PM

INTERSTATE COMMERCE COMMISSION

I hereby certify that I have compared this certified, true copy of Rider No. 4 to Car Leasing Agreement 1569 between North American Car Corporation and Corning Glass Works dated April 19, 1979, to the original of such Rider and that this copy is a true and correct copy in all respects.

(SEAL)

Debra Kelly

My Commission Expires 2/23/83.

RIDER NO. 4
Forming Part of
NORTH AMERICAN CAR CORPORATION
CAR LEASING AGREEMENT 1569

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>
Two (2)	2785 cubic foot capacity covered hopper cars, pressure differential, (abrasive design) for shipment of Silica Sand (Car numbers to be identified by separate letter from North American to Lessee after such numbers become available. Lessee's countersignature to such letter is not required)	\$556.00

See the for car nos.

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

For each mile in excess of 30,000 x days in service that each car ³⁶⁵ covered by this Rider travels in a calendar year, there will be an additional charge of \$0.02.

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, 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.

North American and Lessee agree that the rental rate as shown above shall be increased \$1.40 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 261.8 as was reported for December, 1978. Rentals thus calculated shall be rounded to the nearest \$0.50.

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 19th day of April, 1979.

ATTEST:

James M. Sillipri
Assistant Secretary

NORTH AMERICAN CAR CORPORATION

By: *[Signature]*
Sr. Vice President

CORNING GLASS WORKS

ATTEST:

[Signature]
Secretary

By: *[Signature]*
Vice President

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



NORTH AMERICAN CAR CORPORATION

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

June 20, 1979

Corning Glass Works
Corning
New York 14830

RE: Car Leasing Agreement 1569
Rider No. 4

Gentlemen:

The cars with the following reporting marks are to be subjected to Rider No. 4 to Car Leasing Agreement 1569:

NAHX 93973 thru 93974

Very truly yours,

A handwritten signature in black ink, appearing to be "M. J. ...", written over the typed name "Senior Vice President".

Senior Vice President