



NORTH AMERICAN CAR CORPORATION

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

9-193A128

July 10, 1979.

JUL 12 1979

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

RECORDATION NO. 9927-^{HHH} Filed 1425

Date JUL 12 1979
Fee \$ 20.00

JUL 12 1979 - 2 50 PM

CC Washington, D.C.

RE: Section 11303 Filing: ^{INTERSTATE COMMERCE COMMISSION} Supplementary Rider No. 157 dated as of 28th August, 1978, ("Lease") to Car Leasing Agreement 1968-7 between North American Car Corporation ("Lessor") and E. I. Du Pont De Nemours & Company ("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, Wilmington, Delaware 19898 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.

*These are
is 9927-^{HHH}*

Conveyed to J. K. Johnson

JUL 12 2 48 PM '79

RECEIVED

TIGER LEASING GROUP

Secretary
Interstate Commerce Commission

July 10., 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 *Richard No 1571* the Lease *and \$10.00 for the cross indexing 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, E. I. Du Pont De Nemours & Company.

If you have any questions, please contact me.

Very truly yours,


James M. Gillespie,
Attorney.

JMG/sgs
Enclosure

Interstate Commerce Commission
Washington, D.C. 20423

7/12/79

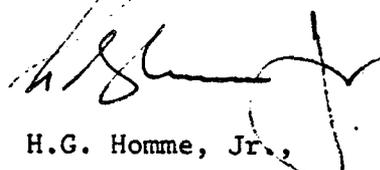
OFFICE OF THE SECRETARY

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 7/12/79 at 2:50pm , and assigned recordation number(s) 9927-HHH

Sincerely Yours,



H.G. Homme, Jr.,
Secretary

Enclosure(s)

SE-30-T
(2/78)

RECORDATION NO. 9927/ANN Filed 1425

C E R T I F I C A T E

JUL 12 1979 -2 50 PM

INTERSTATE COMMERCE COMMISSION

I hereby certify that I have compared this certified, true copy of Rider No. 157 to Car Leasing Agreement 1968-7 between North American Car Corporation and E. I. Du Pont De Nemours & Company to the original of such Rider and that this copy is a true and correct copy in all respects.

Delora A. Kelly

(SEAL)

My Commission Expires 2/23/83.

*ICC
free copy
9927-1111*

NORTH AMERICAN CAR CORPORATION
MASTER CAR SERVICE CONTRACT 1968-7
RIDER NO. 157

It is hereby agreed that effective as of the date hereof, this Rider shall become a part of Master Car Service Contract 1968-7 between E. I. DUPONT DE NEMOURS & COMPANY and NORTH AMERICAN CAR CORPORATION, dated August 1, 1960, and the cars described herein shall be subject to the terms and conditions of said Contract during the term of use and for the rental set forth below:

NUMBER OF CARS	Eight (8)
TYPE OF CAR	111A100 Tank cars
CAPACITY	30,000 gallons
COILS	None
INSULATED	None
COMMODITY	Vinyl Acetate
MONTHLY RENTAL	\$430.00 ^{\$457.00} <i>MCM, 1/14/79</i> \$420.00 per car
REPORTING MARKS	(Presently not available) <i>See file for car nos.</i>
LEASE TERM	Commencing on the date of the delivery thereof to Lessee and continuing for a period ending five (5) years from the first day of the month following the average date of delivery of such cars Lessee.

Notwithstanding the lease term hereinabove specified, it is understood and agreed that either party shall have the right to terminate this Rider No. 157 with respect to any or all of said cars on that date which is one (1) year from the first day of the month following the average date of delivery of such car to Lessee, and on each anniversary date thereafter, upon giving North American at least ninety (90) days' prior written notice of its election so to do.

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

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.

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 244.6 as was reported for March, 1978. Rentals thus calculated shall be rounded to the nearest \$0.50.

THIS IS A COUNTERPART ORIGINAL OF THE ORIGINAL CONTRACT. IT IS NOT A COPY OF THE ORIGINAL CONTRACT.

NORTH AMERICAN CAR CORPORATION
MASTER CAR SERVICE CONTRACT 1968-7
RIDER NO. 157

STATE OF ILLINOIS)
 : ss.:
COUNTY OF COOK)

On this 14 day of April, 1968, before me personally appeared F. S. [unclear], to me personally known, who, being by me duly sworn, says that he is a [unclear] 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

(Notarial Seal)

STATE OF Illinois)
 : ss.:
COUNTY OF Cook)

On this 14 day of April, 1968, before me personally appeared [unclear], to me personally known, who, being by me duly sworn, says that he is a [unclear] of [unclear] 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.

Notary Public

(Notarial Seal)

All other conditions and provisions contained in Car Service Contract 1968-7, applicable to the cars covered by this Rider, shall continue in full force and effect during the term of use herein specified and thereafter until said cars are released from Lessee's service.

Dated this 28th day of August, 1978.

ATTEST:

James M. Gilespie
Assistant Secretary

NORTH AMERICAN CAR CORPORATION

By *[Signature]*
Sr. Vice President

E. I. DU PONT DE NEMOURS & COMPANY

By *T. J. Mangola*
(Title)

for DIRECTOR OF SALES AND MARKETING DEPT.

<u>NATX</u> <u>Car No.</u>	<u>Date</u> <u>In Service</u>
29225	3-23-79
29226	"
29227	"
29228	"
29229	"
29230	3-20-79
29231	3-26-79
29232	4-10-79