



HERCULES INCORPORATED

WILMINGTON, DELAWARE 19899 • TELEPHONE 392-576-5800

RECEIVED

JAN 24 9 56 AM '77

7-024A016
JAN 24 1977
Date _____
Fee \$ 10
ICC Washington, D. C.

I. C. C.
FEE OPERATION BR.

January 24, 1977

RECORDATION NO. 8479-B Filed & Recorded

JAN 24 1977 - 10 00 AM

INTERSTATE COMMERCE COMMISSION

Interstate Commerce Commission
Washington, D.C.

Gentlemen:

Enclosed for recordation under the provisions of Section 20c of the Interstate Commerce Act, as amended, are the original and ten (10) counterparts of a Lease Addendum dated as of January 14, 1977 (hereinafter "Lease Addendum") amending a Lease of Railroad Equipment dated as of September 1, 1976, between Hercules Incorporated (hereinafter "Lessee") and New England Merchants Leasing Corporation B-3 (hereinafter "Owner"). Said Lease was recorded at the Interstate Commerce Commission on September 15, 1976, at 2:10 p.m. under Recordation No. 8479 and assigned by the Owner to The Philadelphia Saving Fund Society by an Assignment of Lease and Agreement dated as of September 1, 1976, and recorded at the Interstate Commerce Commission on September 15, 1976, at 2:10 p.m. under Recordation No. 8479-B.

The names and addresses of the parties to the Lease Addendum are:

Owner under the
Lease Addendum

New England Merchants
Leasing Corporation B-3
P.O. Box 2332
Boston, Massachusetts 02107

Lessee under the
Lease Addendum

Hercules Incorporated
910 Market Street
Wilmington, Delaware 19899

Society under the
Lease Addendum

The Philadelphia Saving
Fund Society
1212 Market Street
Philadelphia, Pennsylvania 19107

The undersigned is the Lessee referred to above and has knowledge of the matters set forth in the enclosed document.

Handwritten signature: D. Magyulski



Interstate Commerce Commission
January 24, 1977
Page Two

Therefore, should you have any questions concerning this document, please contact Israel J. Floyd, Esquire, at area code 302, telephone number 575-7034.

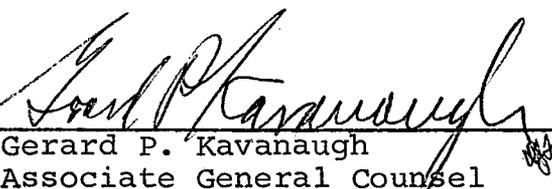
Please return the original and eight (8) copies of the Lease Addendum to the bearer of this letter for delivery to Israel J. Floyd, Esquire, Hercules Incorporated, 910 Market Street, Wilmington, Delaware 19899.

. Enclosed is a check to cover the required recording fee.

Very truly yours,

HERCULES INCORPORATED

BY:


Gerard P. Kavanaugh
Associate General Counsel

GPK:BR/vh

Interstate Commerce Commission
Washington, D.C. 20423

1/24/77

OFFICE OF THE SECRETARY

Gerard P. Kavanaugh
Hercules Incorporated
Wilmington, Delaware 19899

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 1/24/77 at 10:00am, and assigned recordation number(s) 8479-D

Sincerely yours,


Robert L. Oswald
Secretary

Enclosure(s)

SE-30
(5/76)

RECORDATION NO. 8479-B Filed & Recorded

JAN 24 1977 12 00 PM '77

INTERSTATE COMMERCE COMMISSION

LEASE ADDENDUM

LEASE ADDENDUM dated as of January 14, 1977 between HERCULES INCORPORATED, a Delaware corporation, ("Lessee") and NEW ENGLAND MERCHANTS LEASING CORPORATION B-3, a Massachusetts corporation, ("Owner").

The Owner and the Lessee have entered into a Lease of Railroad Equipment (the "Lease") dated as of September 1, 1976 which was recorded at the Interstate Commerce Commission on September 15, 1976 at 2:10 p.m. under Recordation No. 8479. The Owner's interest in the Lease was assigned to The Philadelphia Saving Fund Society (the "Society") pursuant to an Assignment of Lease and Agreement dated as of September 1, 1976 from the Owner to the Society which was recorded at the Interstate Commerce Commission on September 15, 1976 at 2:10 p.m. under Recordation No. 8479-B.

The parties have agreed to enter into this Lease Addendum to more specifically set forth the rental, term and casualty provions of the Lease.

NOW, THEREFORE, the Owner and Lessee agree as follows:

1. Definitions.

(a) As used herein, the term "Group One" shall mean and refer to the seventy (70) units numbered HPCX 59001 through 59003, 59005, 59008, 59009, 59011 through 59017, 59019 through 59025, 59027 through 59032, 59034 through 59071, 59073 through 59075, 59077, 59079 and 59081.

(b) As used herein, the term "Group Two" shall mean and refer to the seventy (70) units numbered HPCX 59000, 59004, 59006, 59007, 59010, 59018, 59026, 59033, 59072, 59076, 59078, 59080 and 59082 through 59139.

(c) As used herein, the term "Group Three" shall mean and refer to the fifty-two (52) units numbered HPCX 59140 through 59191.

(d) As used herein, the term "Group Four" shall mean and refer to the eight (8) units numbered HPCX 59192 through 59199.

2. Acceptance Dates; Purchase Prices. The Acceptance Dates and Purchase Prices for each unit subject to the Lease are set forth below:

<u>Group</u>	<u>Date</u>	<u>No. of Cars</u>	<u>Purchase Price per Units</u>	<u>Aggregate Purchase Price</u>
Group One	September 15, 1976	70	\$32,577	\$2,280,390
Group Two	September 21, 1976	70	\$32,577	\$2,280,390
Group Three	December 30, 1976	52	\$32,761	\$1,703,572
Group Four	January 14, 1977	<u>8</u>	\$32,761	<u>\$ 262,088</u>
		200		\$6,526,440

3. Interim Rent. The interim rental payable on the last Closing Date under the Finance Agreement for the units included in Group One, Group Two and Group Three shall be One Hundred Thirty-Eight Thousand, Two Hundred Twenty-five Dollars and 13/100 (\$138, 225.13) and shall be due and payable on January 14, 1977.

4. Quarterly Rental Payments. Commencing January 14, 1977 and continuing through the remainder of the term of the Lease, the quarterly rental payments for each unit shall be in the amounts set forth below:

<u>Group</u>	<u>Quarter Rental Payments per Unit</u>	<u>Aggregate Group Quarterly Rental Payments</u>
Group One	\$736.35747	\$ 51,545.02
Group Two	\$736.35747	\$ 51,545.02
Group Three	\$740.51653	\$ 38,506.86
Group Four	\$740.51653	<u>\$ 5,924.14</u>
		\$147,521.04

5. Payment Provisions. The Rental Payment Dates shall be April 14, 1977 and the fourteenth day of each July, October, January and April thereafter occurring to and including January 14, 1997. So long as the Lease is assigned to the Society, the rental payments shall be paid by check to the Society, c/o Treasurer's Office, 700 Walnut Street, Philadelphia, PA 19106, which check shall be mailed by lessee sufficiently in advance of the Rental Payment Date to allow for such check to clear and be paid by payor bank not later than the related Rental Payment Date.

6. Term. The term of the Lease commenced on the Acceptance Dates set forth in paragraph 2 hereof and shall terminate on January 14, 1997.

7. Lease Ratified. Except as supplemented by this Addendum, the Lease is hereby ratified and confirmed on and as of the date hereof.

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed as of the date first above written.

HERCULES INCORPORATED

(CORPORATE SEAL)

By Werner C. Brown
President

Attest Philip D. Saxon
Secretary

NEW ENGLAND MERCHANTS
LEASING CORPORATION B-3

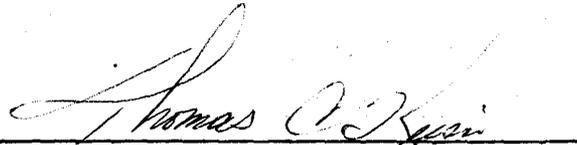
(CORPORATE SEAL)

By Paul D. Deane
Vice President

By John R. Parkhurst
Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF PHILADELPHIA :

On this 14TH day of January, 1977, before me personally appeared LeRoy O. McClellan, to me personally known, who being by me duly sworn, says that he is an Assistant Vice President of THE PHILADELPHIA SAVING FUND SOCIETY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

THOMAS C. NESTER
Notary Public, Philadelphia, Philadelphia Co.
My Commission Expires March 21, 1977