

TRUCK
LEASING
GROUP

NORTH AMERICAN CAR CORPORATION

222 SOUTH RIVERSIDE PLAZA • CHICAGO, ILLINOIS 60606 U.S.A. • (312) 649-4000 • TELEX 255222

RECORDATION NO. 11417-70 Filed 1425

MAR 4 1980 12 10 PM

INTERSTATE COMMERCE COMMISSION
January 25, 1980

0-064A043

Date MAR 4 1980

Fee \$ 30.00

CC Washington, D. C.

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

*Ms Lee
this one is
11417-X*

RE: Section 11303 Filing: Supplementary Rider No. 111 dated as of August 20, 1979, ("Lease") to Car Leasing Agreement 8222-39 between North American Car Corporation ("Lessor") and of Sun Petroleum Products Company, Div. of Sun Oil Company of Pennsylvania ("Lessee") in supplement of the Bailment Agreement and Assignment of Leases ("Assignment of Leases") dated as of November 2, 1979, 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, 1608 Walnut Street, Philadelphia, Pennsylvania 19103 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 1:15 p.m. on January 23, 1980, under Recordation No. 11417.

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.

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Secretary
Interstate Commerce Commission

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 *Supplementary Rider, and \$20.00 for 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.

2-1-59
Secretary

Please cross index this filing against the names of the Lessee ① Sun Petroleum Products Company, Division of Sun Oil Company of Pennsylvania, *and under ② Sun Oil Company of Pennsylvania.*

If you have any questions, please contact me.

Very truly yours,

James M. Gillespie
James M. Gillespie
Attorney

enclosure

MAR 4 1980 - 12 10 PM

C E R T I F I C A T E

INTERSTATE COMMERCE COMMISSION

I hereby certify that I have compared this certified true copy of Rider No. 111 to Car Leasing Agreement 8222-39 between North American Car Corporation and Sun Petroleum Products Company, Division of sun Oil Company of Pennsylvania dated August 20, 1979, to the original of such Rider and that this copy is a true and correct copy in all respects.

Debra A Kelly

(SEAL)

My Commission Expires February 23, 1983.

KEEP for
ICC file
copy
11417-X

RIDER NO. 111
Forming Part of
NORTH AMERICAN CAR CORPORATION
CAR LEASING AGREEMENT 8222-39

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> |
|-----------------------|--|-------------------------------|
| Twenty (20) | 24,000 gallon capacity tank cars, interior coated, non-insulated, equipped with interior ladders, for shipment of Lube Oil (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) | \$454.00 |

Lessee agrees to be responsible for all freight charges incurred in the shipment of said cars to Lessee at Marcus Hook, Pennsylvania.

For each mile in excess of $\frac{40,000 \times \text{days in service}}{365}$ 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 \$1.55 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 269.6 as was reported for May, 1979. Rentals thus calculated shall be rounded to the nearest \$0.50.

Inasmuch as said cars shall be equipped with interior ladders, Lessee shall be responsible for all costs incurred in applying, maintaining and removal of said interior ladders.

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 20th day of August, 1979.

ATTEST:

James M. Ellsperger
 Assistant Secretary

NORTH AMERICAN CAR CORPORATION

By

[Signature]
 Sr. Vice President

SUN PETROLEUM PRODUCTS COMPANY,
 DIVISION OF SUN OIL COMPANY OF
 PENNSYLVANIA

ATTEST:

[Signature]
 Secretary

By

[Signature]
 President

10-20-79
 CUNY

THIS RIDER IS A SUPPLEMENT TO THE CAR LEASING AGREEMENT...
 ALL RIGHTS RESERVED BY NORTH AMERICAN CAR CORPORATION...
 PRINTED IN THE UNITED STATES OF AMERICA...



NORTH AMERICAN CAR CORPORATION

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

February 14, 1980

Sun Oil Company
1608 Walnut Street
Philadelphia, Pennsylvania 19103

Re: Rider Number 111 to
Car Leasing Agreement 8222-39

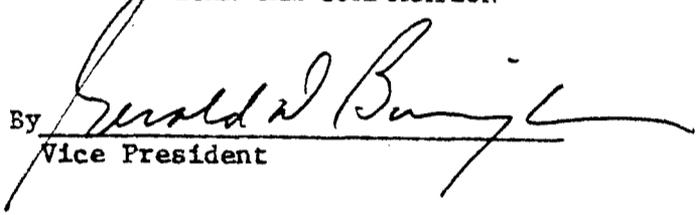
Gentlemen:

The cars with the following reporting marks are to be sub-
jected to Rider No. 111 of Car Leasing Agreement 8222-39:

NATX 81159 thru 81178.

Very truly yours,

NORTH AMERICAN CAR CORPORATION

By 
Vice President