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INTERSTATE COMMERCE COMMISSION

EQUIPMENT MORTGAGE

THIS EQUIPMENT MORTGAGE AGREEMENT, dated as of November 18, 1975, is executed by NORTH AMERICAN FINANCE LEASING, INC., (the "Company") and NORTH AMERICAN CAR CORPORATION, a Delaware corporation (the "Secured Party") to induce the Secured Party to extend credit to the Company subject to the terms and conditions set forth therein.

THEREFORE, in consideration of the premises, the Company agrees as follows:

Section 1. Definition of Equipment Mortgage.

In order to secure prompt payment of the principal and interest of the Notes to be issued by the Company to the Secured Party in the form of Attachment II hereto (the "Notes"), whether now or hereafter outstanding, and of all other amounts payable or to be payable by the Company pursuant to this Mortgage and the Notes (the "Indebtedness"), and faithful performance and observance by the Company of all its agreements and covenants contained in this Equipment Mortgage (the "Mortgage"), the Notes and all other documents executed in connection therewith, the Company does hereby pledge, mortgage, and grant a security interest unto the Secured Party in and to the following:

- a. Any and all Equipment, as described in the Letter Agreement dated November 18, 1975 between the Secured Party and Crédit Lyonnais Chicago Branch (the "Bank") in which the Secured Party is granted a security interest pursuant to a Supplement to the Mortgage in the form of Attachment I hereto describing all property in which the Secured Party is granted a security interest (all such property being hereinafter called the "Equipment");
- b. All proceeds (including, without limitation, insurance and indemnity payments) from the sale or loss or other dispositions of the Equipment;

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- c. All substitutions, replacements, modifications, and accessions to the Equipment; and
- d. All rights, claims, causes of action, if any, which the Company may have against any manufacturer of the Equipment, or against any lessee or sublessee of the Company as lessor, and the proceeds of such rights, claims and causes of action.

All such rights, claims, causes of action and proceeds together with the Equipment hereinafter sometimes collectively called "Collateral".

The Secured Party shall and hereby does retain full security title to and property in the Equipment. Whenever reference herein is made to the title of the Secured Party to the Equipment such reference shall be deemed to mean the security interest of the Secured Party under the Mortgage.

When and only when the Indebtedness has been paid in full, and all the Company's obligations herein contained shall have been performed, absolute right to possession of, title to and property in the Equipment shall pass to and vest in the Company.

Section 2. Representations and Warranties.

The Company represents and warrants:

- a. That it is the owner of all Equipment listed in any Supplement to the Mortgage, that there will be no encumbrances or lien of any kind or character against any of said Equipment other than leasehold interests and the security interest of the Secured Party created hereby and that it has good right and lawful authority to transfer, convey, assign, and mortgage the same.
- b. That all Equipment is under operating lease and any Equipment consisting of railroad cars is not more than 18 months old at the time it is subjected to the Mortgage.
- c. The Company will keep at all times all and every part of the Equipment free and clear of all impositions which might in any way affect the title of the Secured Party or result in a lien upon any part of the Equipment, provided, however, that the Company shall be under no obligation to pay any impositions where the nonpayment thereof does not, in the opinion of the Secured Party, adversely affect the title, lien, property or rights of the Secured Party in or to the Equipment or otherwise under the Mortgage. If any impositions for which the Company is liable as aforesaid shall have been charged or levied against the Secured Party directly and paid by the Secured Party, the Company shall reimburse the Secured Party upon presentation of an invoice therefor, and any amounts so paid by the Secured Party shall be secured by and under the Equipment Mortgage.

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Section 3. Maintenance and Repair; Casualty Occurrences;
Release of Equipment.

The Company agrees that, at its own cost and expense, it will maintain and keep all the Equipment in good order and repair.

In the event of the loss, for any reason, damage, theft or destruction of any of the Equipment or of the obsolescence of any of the Equipment (herein a "Casualty Occurrence") or in the event that the Company requests a release of any such Equipment for the purpose of selling such Equipment to a third party the Company shall pay to the Secured Party an amount equal to the Collateral value (as defined in the Letter Agreement hereinafter defined) of such Equipment for application against the Notes, and, upon such payment and upon the written request of the Company, the Bank shall release such Equipment from the lien of the Mortgage.

Section 4. Reports and Inspections.

The Company shall cause to be furnished to the Secured Party within 45 days after the end of each quarter an accurate statement setting forth the amount and description of all Items of Equipment that have suffered a Casualty Occurrence during such quarter. The Company shall provide such other information regarding the condition and state of repair of the Equipment as the Secured Party may reasonably request. On or before March 31 of each year, the Company shall provide an opinion of counsel acceptable to Secured Party and the Bank to the effect that the Mortgage constitutes a first, prior and perfected lien on the Collateral. The Secured Party shall have the right to inspect the Equipment and the records with respect thereto at such reasonable times as the Secured Party may request; provided, however, that the Company shall not be required to assemble the Collateral for such inspection unless there exists an Event of Default hereunder.

Section 5. Marking of Equipment.

The Company will keep and maintain, plainly, distinctly, permanently and conspicuously marked on such item of Equipment suitable for marking, in letters not less than one inch in height:

TITLE TO THIS EQUIPMENT SUBJECT TO THE TERMS OF AN EQUIPMENT
MORTGAGE RECORDED UNDER THE INTERSTATE COMMERCE ACT

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or other appropriate words stenciled on the item of Equipment with appropriate changes thereof and additions thereto as from time to time may be required by law in order to protect the Secured Party's security title to and property in the Equipment and its rights hereunder.

Once the Equipment is so marked the Company will not permit the identifying number of any item of Equipment to be changed.

Section 6. Compliance with Laws and Rules.

During the term of the Mortgage, the Company will comply, and will cause every lessee or user of the Equipment to comply, with all rules, regulations, orders and laws pertaining to the use, operation or maintenance of the Equipment existing in the jurisdictions in which its or such lessees' operations involving the Equipment may extend; provided, however, that the Company, in good faith, may contest the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of the Secured Party adversely affect the property or rights of the Secured Party under the Mortgage.

Section 7. Possession and Use.

So long as an Event of Default specified in Article 10 hereof shall not have occurred and be continuing, the Company shall be entitled to the possession and use of the Equipment, but subject to all of the terms and conditions of this Equipment Mortgage. The Company may also lease the Equipment to any corporation or entity, provided, however, that (i) such lease shall provide that the rights of such lessee are made expressly subordinate to the rights and remedies of the Secured Party under the Mortgage, however, the Bank agrees to attorn to the Lessee provided that the Lessee continues to perform its obligations pursuant to the conditions set forth in the subject Lease, (ii) such lease shall contain an agreement that the lessee shall not assert any claim or defense against the Secured Party or its assignees and the lessee shall consent to assignments substantially as provided in the Assignment of Leases dated *NOVEMBER 18, 1975* between the Secured Party and the Company and (iii) the Company shall not lease, assign or permit any items of Equipment to regular service in any area where the lien of this Mortgage is not perfected as to such Equipment.

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Section 8. Indemnities and Warranties.

The Company agrees to indemnify, protect and hold harmless the Secured Party from and against all losses, damages, injuries, liabilities, claims and demands whatsoever, regardless of the cause thereof, and expenses in connection therewith, penalties and interest, arising out of or as the result of the entering into or the performance of the Mortgage, the retention by the Secured Party of security title to the Equipment, the use, operation, condition, purchase, delivery, rejection, storage or return of any of the items of Equipment, any accident, in connection with the operation, use, condition, possession, storage or return of any of the items of Equipment resulting in damage to property or injury or death to any person during the period when security title thereto and the Secured Party's lien remain in the Secured Party or the transfer of title to the Equipment by the Secured Party pursuant to any of the provisions of the Mortgage. This covenant of indemnity shall continue in full force and effect notwithstanding the full satisfaction of the Indebtedness and the release and the conveyance of security title to the Equipment to the Company, or the termination of the Mortgage in any manner whatsoever. The Secured Party shall give notice to the Company of claim arising hereunder and the Company shall have the right to take up and defend any such claim.

The Company will bear the responsibility for and risk of and shall not be released from its obligations hereunder in the event of any damage to or the destruction or loss of any item of Equipment or all the Equipment.

The Company agrees to indemnify, protect and hold harmless the Secured Party from and against any and all liabilities, claims, costs, charges and expenses, including royalty payments and counsel fees, in any manner imposed upon or accruing against the Company, its assigns or the users of the Equipment because of the use in or about the construction or operation of any of the Equipment of any design, system, process, formula, combination, article or material which infringes or is claimed to infringe on any patent or other right. Such covenants of indemnity shall continue in full force and effect notwithstanding the full satisfaction of the Indebtedness and the release and the conveyance of security title to the Equipment to the Company, or the termination of the Mortgage in any manner whatsoever.

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Section 9. No Set-Off.

The rights of the Secured Party to payment of the Indebtedness as well as any other rights hereunder shall not be subject to any defense, set-off, counterclaim or recoupment whatsoever arising by reason of breach of any warranty with respect to the Equipment, any other indebtedness or liability at any time owing to the Company or any insolvency, bankruptcy, reorganization or similar proceedings by or against the Company. The Company hereby waives, to the extent permitted by applicable law, any and all rights which at any time hereafter may be conferred upon it, by statute or otherwise, to terminate, cancel, quit or surrender the Mortgage, except in accordance with the express terms hereof.

Section 10. Defaults.

The occurrence of any one or more of the following events shall constitute an Event of Default hereunder:

- a. The Company shall fail to pay the Notes when due, or
- b. The Company shall fail to perform any covenant or agreement under the Mortgage within 30 days after notice from any Secured Party; or
- c. Any representation or warranty made to the Secured Party in connection with the Mortgage shall be incorrect on and as of the date when made; or
- d. There shall exist and be continuing any Event of Default as defined in the Letter Agreement referred to above.

Section 11. Remedies.

Subject to the right of the Lessees of aircraft subject to this Mortgage, the Secured Party may demand possession of any or all of Equipment if an Event of Default shall occur and be continuing. In case the Secured Party shall demand possession of any or all of the Equipment pursuant to this Equipment Mortgage, the Secured Party may designate some premises for the delivery of the Equipment to the Secured Party, and the Company shall, at its own expense, forthwith cause the Equipment to be detached, assembled, and shall arrange for such Equipment to be moved to such point and shall there deliver the Equipment to the Secured Party and shall deliver all documents of title to the Equipment as may be requested by the Secured Party.

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This agreement to deliver the Equipment as hereinbefore provided is of the essence of the agreement between the parties, and, upon application to any court having jurisdiction in the premises, the Secured Party shall be entitled to a decree against the Company requiring specific performance hereof. The Company hereby expressly waives any and all claims against the Secured Party or its agents for damages of whatever nature in connection with any taking of any item of Equipment in any manner.

At any time during the continuance of an Event of Default subject to the right of the Lessees of aircraft subject to this Mortgage, the Secured Party, with or without retaking possession thereof, at its election and upon reasonable notice to the Company, and other persons to whom the law may require notice of the time and place, may sell the Equipment, or any part thereof, free from any and all claims of the Company, or any other party claiming from, through or under the Company at law or in equity, at public or private sale and with or without advertisement as the Secured Party may determine.

Any sale hereunder may be held or conducted at Chicago, Illinois, at such time or times as the Secured Party may specify (unless the Secured Party shall specify a different place or places, in which case the sale shall be held at such place or places as the Secured Party may specify), in one lot and as an entirety or in separate lots and without the necessity of gathering at the place of sale the property to be sold, and in general in such manner as the Secured Party may determine. The Company shall be given written notice of such sale not less than ten days prior thereto by telegram or registered mail addressed as provided in Section 18 hereof. If such sale shall be a private sale, it shall be subject to the rights of the Company to purchase or provide a purchaser within ten days after notice of the proposed sale price, at the same price offered by the intended purchaser or a better price. The Secured Party may bid for and become the purchaser of the Equipment, or any of it, so offered for sale. In the event that any Secured Party shall be the purchaser thereof, it shall not be accountable to the Company upon a subsequent disposition of the Equipment.

If, as provided in this Section 11, the Secured Party shall exercise any of the powers conferred by the Mortgage, all payments made by the Company to the Secured Party hereunder and the proceeds of any

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judgment collected from the Company by the Secured Party hereunder, and the proceeds of every sale or lease by the Secured Party hereunder of any of the Collateral, together with any other sums which may then be held by the Secured Party under any of the provisions hereof, shall be applied to the payment, in the following order of priority, (a) of all proper charges, expenses or advances made or incurred by the Secured Party in accordance with the provisions of the Mortgage and (b) of the Indebtedness.

Each and every power and remedy hereby specifically given to the Secured Party shall be in addition to every other power and remedy hereby specifically given or now or hereafter existing at law or in equity, and each and every power and remedy may be exercised from time to time simultaneously and as often and in such order as may be deemed expedient by the Secured Party. All such powers and remedies shall be cumulative, and the exercise of one shall not be deemed a waiver of the right to exercise any other or others. No delay or omission of the Secured Party in the exercise of any such power or remedy and no renewal or extension of any payments due hereunder shall impair any such power or remedy or shall be construed to be a waiver of any default or an acquiescence therein. Any extension of time for payment hereunder or other indulgence duly granted to the Company shall not otherwise alter or affect the Secured Party's rights or the Company's obligations hereunder. The Secured Party's acceptance of any payment after it shall have become due hereunder shall not be deemed to alter or affect the Company's obligations or the Secured Party's rights hereunder with respect to any subsequent payments or default therein.

If after applying all sums of money realized by the Secured Party under the remedies herein provided, there shall remain any amount due to it under the provisions of the Mortgage or the Notes, the Company shall pay the amount of such deficiency to the Secured Party upon demand, and, if the Company shall fail to pay such deficiency within ten (10) days of said demand, the Secured Party may bring suit therefor and shall be entitled to recover a judgment therefor against the Company. If, after applying as aforesaid all sums realized by the Secured Party, there shall remain a surplus in the possession of the Secured Party, such surplus shall be paid to the Company.

The Company will pay all reasonable expenses, including attorneys' fees, incurred by the Secured Party in enforcing its remedies under the terms of the Mortgage or preparing to enforce its remedies after a default hereunder. In the event that the Secured Party shall bring any suit to enforce any of its rights hereunder and shall be entitled to judgment, then in such suit the Secured Party may recover reasonable expenses, including reasonable attorneys' fees, and the amount thereof shall be included in such judgment.

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The foregoing provisions of this Section 11 are subject in all respects to all mandatory legal requirements at the time in force and applicable thereto.

Section 12. Applicable State Laws.

Any provision of the Mortgage prohibited by any applicable law or any jurisdiction (which is not overridden by applicable federal law) shall as to such jurisdiction be ineffective, without modifying the remaining provisions of the Mortgage. Where, however, the conflicting provisions of any such applicable law may be waived, they are hereby waived by the Company to the full extent permitted by law, it being the intention of the parties hereto that the Mortgage shall be deemed to be a chattel mortgage and enforced as such.

Except as otherwise provided in the Mortgage, the Company, to the full extent permitted by law, hereby waives all statutory or other legal requirements for any notice of any kind, notice of intention to take possession of or to sell or lease any of the Equipment, or any one or more items of Equipment thereof, and any other requirements as to the time, place and terms of the sale or lease thereof, any other requirements with respect to the enforcement of the Secured Party's rights under this Equipment Mortgage and any and all rights of redemption.

Section 13. Recording.

The Company will cause the Mortgage, any assignments hereof and any amendments or supplements hereto or thereto to be filed and recorded in accordance with the Interstate Commerce Act, Federal Aviation Act of 1958 and the Uniform Commercial Code, and the Company will from time to time do and perform any other act and will execute, acknowledge, deliver, file, register, deposit and record any and all further instruments required by law or reasonably requested by the Secured Party for the purpose of proper protection, to the satisfaction of counsel for the Secured Party, of its title to the Equipment and its rights under the Mortgage or for the purpose of carrying out the intention of the Mortgage; and the Company will promptly furnish to the Secured Party certificates or other evidence of such filing, registering, depositing and recording satisfactory to the Secured Party.

Section 14. Satisfaction of Mortgage and Termination of Mortgage.

When any Note has been paid in full and all obligations of the Company under such Note have been fulfilled, the Secured Party with the prior written approval of the Bank may release the lien of the Mortgage with respect to certain Collateral by an appropriate document in recordable form and thereupon the Mortgage shall be satisfied and void with respect to such Collateral.

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Section 15. Payment of Expenses.

The Company will pay for all the costs and expenses incident to the Mortgage and all reasonable costs and expenses in connection with the perfection of the Secured Party's lien upon the Equipment.

Section 16. Article Headings; Effect and Modification of Agreement.

All article headings are inserted for convenience only and shall not affect any construction or interpretation of the Mortgage.

No variation or modification of the Mortgage and no waiver of any of its provisions or conditions shall be valid unless in writing and signed by duly authorized representatives of the Secured Party, the Bank and the Company.

Section 17. Notices.

Any notice hereunder to any of the parties designated below shall be deemed to be properly served if delivered or mailed to it at its chief place of business at the following specified addresses:

- a. To the Secured Party at: North American Car Corporation
222 South Riverside Plaza
Chicago, Illinois 60606
Attention: V.P.-Finance
- b. To the Company at:

Section 18. Law Governing.

The terms of the Mortgage and all rights and obligations hereunder shall be governed by and construed in accordance with the laws of Illinois; provided, however, that the parties shall be entitled to all rights conferred by this filing, recording or deposit hereof in the appropriate office(s) pursuant to the Interstate Commerce Act and the Federal Aviation Act of 1958.

Section 19. Successors and Assigns.

The Mortgage shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns, including the Bank.

Section 20. Modification.

The Mortgage may not be modified, supplemented or altered, nor shall compliance with any of the terms and conditions hereof be waived, without the prior written consent of the Bank.

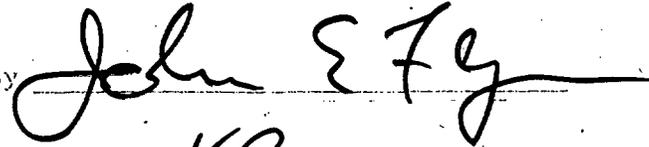
IN WITNESS WHEREOF, the Company and the Secured Party have caused this Mortgage to be executed by their respective officers thereunto duly authorized as of the date and year first above written.

(Corporate Seal)

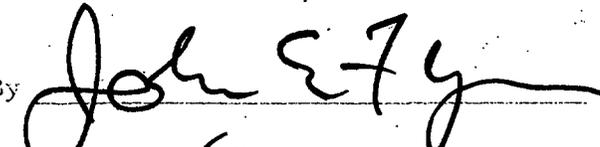
Attest:


Asst. Secretary

NORTH AMERICAN FINANCE LEASING, INC.

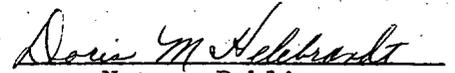
By 
Title VP

North American Car Corporation
a Delaware corporation

By 
Title VP

STATE OF ILLINOIS)
)
COUNTY OF COOK)

On this 18th day of November 1975, before me personally appeared John E. Flynn, to me personally known, who being by me duly sworn says that he is the Vice President of North American Finance Leasing, Inc., that the seal affixed to the foregoing 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

(SEAL)

My Commission expires 5-6-78

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ATTACHMENT I

SUPPLEMENT TO THE MORTGAGE

North American Finance Leasing, Inc., a Delaware corporation (the "Company") does hereby pledge, mortgage, and grant a security interest unto NORTH AMERICAN CAR CORPORATION in and to the Equipment described in the Schedule hereunder.

Description of Equipment: SEE SCHEDULE A.

This Supplemental Mortgage is issued pursuant to and is governed by the terms and provisions of that certain Equipment Mortgage dated November 18, 1975, among the Company and North American Car Corporation.

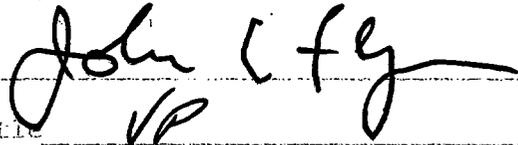
(Corporate Seal)

NORTH AMERICAN FINANCE LEASING, INC.

APPROVE:



By



TITLE

VP

SCHEDULE A - RAILCARS

Description	Serial Number	No. of Cars	Cost		Date of Lease	Term	Lessee
			Per Car	Total			
Class 111A100W1, 100 Ton 24,000 gallon capacity Tank Cars	78401-78404	4	\$ 29,068.27	\$ 116,273.08	10/74	5 yrs.	Monsanto Canada
Class 111A100W1, 100 Ton 24,000 gallon capacity Tank Cars	78405-78410	6	29,109.36	174,656.16	10/75	5 yrs.	Monsanto Canada
Class FB-Bulkhead Flat Cars	53120-53149	30	21,449.37	643,481.10	10/74	5 yrs.	Weldwood of Canada
Class FB-Bulkhead Flat Cars	53150-53199	50	21,449.37	1,072,468.50	7/74	5 yrs.	Triangle Pacific Forest Produc
Class FB-Bulkhead Flat Cars	53200-53219	20	21,449.37	428,987.40	6/74	5 yrs.	Weldwood of Canada
Class FB-Bulkhead Flat Cars	53220-53240	21	21,449.37	450,436.77	-	-	Not Leased
Class 111A100W3, 100 Ton 14,000 Gallon capacity Tank Cars	13926-13929	4	31,500.40	126,001.60	3/75	10 yrs.	Real Marketing, Ltd.
Total		135		\$3,012,304.61			