TIGER LEASING GROUP

NORTH AMERICAN CAR CORPORATION

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

9263A085

September 19, 1979

10836

RECORDATION NO. ..... Filed 1425

9/20/79

SEP 20 1979 - 12 15 PM

50.00

INTERSTATE COMMERCE COMMISSION

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Re: Section 11303 Filing: Collateral Assignment dated as of September 17, 1979 (the "Assignment"), between North American Car Corporation and the Bank of New York

has in 10835 identified

Mrs Lee
Please record under a new number
Record & Conf

Dear Secretary:

Enclosed for recording under Section 11303 of the Interstate Commerce Act are executed counterparts of the Assignment dated September 17, 1979, between North American Car Corporation, 222 South Riverside Plaza, Chicago, Illinois 60606 (the "Company") and the Bank of New York, 48 Wall Street, New York, New York 10015 (the "Bank").

Under the Assignment, the Company assigns to the Bank its rights under certain "Collateral Documents" described therein (the "Documents"), to secure indebtedness under a certain Loan Agreement dated as of September 14, 1979, between the Company and the Bank.

Also enclosed is a check in the amount of $50.00, payable to the Interstate Commerce Commission, as the recording fee for the Assignment.

Pursuant to the Commission's rules and regulations for the recording of certain documents under Section 11303 of the Interstate Commerce Act, you are hereby requested to duly file two of each of the enclosed counterparts for record in your office and to return the remaining counterparts, together with the Secretary's Certificates of Recording, to the messenger making this delivery.

If you have any questions, please contact me.

Yours very truly,

James M. Gillespie

James M. Gillespie
Attorney

See — A for restatement of Nos. herein

10836

RECORDATION NO. ..... Filed 1425

SEP 20 1979 - 12 15 PM

INTERSTATE COMMERCE COMMISSION

COLLATERAL ASSIGNMENT

Nos in 10835 identical

This Collateral Assignment dated as of September 17, 1979, is executed by North American Car Corporation, a Delaware corporation (the "Company") in favor of The Bank of New York (herein called the "Bank"), in order to induce the Bank to extend credit to the Company on the terms and subject to the conditions set forth in the Loan Agreement between the Bank and the Company dated September 14, 1979, as amended (the "Loan Agreement").

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

Section 1. Rights Assigned. In order to secure the prompt payment of the principal and interest on the Note (as defined in the Loan Agreement), and of all other indebtedness of the Company payable or to be payable under this Assignment, the Loan Agreement and any other document executed pursuant to the Loan Agreement (hereinafter collectively called the "Indebtedness") and the faithful performance or observance by the Company of all of its

agreements and covenants contained in each of the aforesaid documents, the Company does hereby convey, pledge, sell, mortgage, assign, transfer, set over and grant a security interest unto the Bank in and to all right, title and interest (the "Rights") of the Company in and to the leases described in Schedule I hereto, as hereafter supplemented or amended from time to time, but only insofar as they pertain to the property which is the subject of the Mortgage executed by the Company pursuant to the Loan Agreement (the "Collateral Documents"), including, but not limited to (i) all claims for damages arising out of the breach thereof in respect of such property (the "Mortgaged Equipment"), (ii) the right to terminate any assigned lease, to perform thereunder, and to compel performance of the terms thereof, in respect of the Mortgaged Equipment, (iii) the right to receive all moneys and claims for moneys due and to become due to the Company under the terms of the Collateral Documents in respect of the Mortgaged Equipment, (iv) all claims for damages and all insurance and other proceeds in respect of the actual or constructive loss of, or the requisition (whether of title or use), condemnation, sequestration, seizure, forfeiture or other taking of, the Mortgaged Equipment and (v) the right to take possession of all Mortgaged Equipment in which the Company has an interest (as lessor, lessee, vendor, vendee, owner, or otherwise).

The Rights shall be exercised by the Bank in accordance with Section 12 hereof.

Section 2. Performance of Obligations Under Collateral Documents. It is expressly agreed that the Bank shall have no obligation or liability under the Collateral Documents by reason of, or arising out of, this Assignment and shall not be obligated to perform any of the obligations of the Company under any Collateral Documents or to make any payment or to make any inquiry of the sufficiency of any payment received by it or to present or file any claim or to take any other action to collect or enforce any payment assigned hereunder.

Section 3. Perfection of Security Interest. The Company agrees that at any time and from time to time, upon the written request of the Bank, the Company will promptly and duly execute and deliver any and all such further instruments and documents as may be necessary to obtain the full benefits of this Assignment, as hereafter supplemented or amended from time to time, and of the rights and powers herein granted. To the extent permitted by applicable law, the Company hereby authorizes the Bank to execute and file any financing or continuation statements with respect to the Collateral Documents without necessity of the signature of the Company. Without limiting the generality of this Section 3, the Company hereby agrees:

(i) to cause copies of this Assignment and each supplement hereto to be filed as provided under 49 U.S.C. §11303;

(ii) to cause financing statements naming the Company as Debtor and the Bank as Secured Party and describing the Rights hereby assigned to be filed with the Secretary of State of Illinois; and

(iii) if requested by the Bank to do so, to cause to be placed on each Collateral Document which, in the opinion of counsel for the Bank, is "chattel paper" within the meaning of the Uniform Commercial Code, the following legend:

> THIS LEASE HAS BEEN ASSIGNED TO THE HOLDER OF THE SUPERIOR LIEN FROM TIME TO TIME ON EACH CAR AS DETERMINED WITH REFERENCE TO THE FILINGS WITH THE INTERSTATE COMMERCE COMMISSION

or other appropriate words, with appropriate changes thereof and additions thereto as from time to time may be required by law in order to protect the Bank's security interest in such Collateral Document.

Section 4. Notices. All reports and notices hereunder shall be given in writing and, if relating to the Company to 222 South Riverside Plaza, Chicago, Illinois, Attention: Vice President - Finance and to the

Bank at The Bank of New York, 48 Wall Street, New York, New York 10015, Attention: O. J. Betz, Vice President. The Company will immediately notify the Bank in writing upon the occurrence of any Event of Default under or breach of any Collateral Document by any party thereto in respect of the Mortgaged Equipment.

Section 5. Governing Law. This Assignment shall be deemed to be a contract under the laws of the State of New York and for all purposes shall be construed in accordance with the laws of said State.

Section 6. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the Company and the Bank, and their respective successors and assigns, except that the Company may not assign or transfer their rights hereunder without the prior written consent of the Bank.

Section 7. Cumulative Remedies. Each right, power and remedy herein specifically granted to the Bank or otherwise available shall be cumulative, and shall be in addition to every other right, power and remedy herein specifically given or now or hereafter existing at law, in equity, or otherwise. Each right, power and remedy, whether specifically granted herein or otherwise existing, may be exercised, at any time and from time to time by the Bank. The exercise or commencement of exercise of any right, power or remedy shall not be construed as a waiver

of the right to exercise, at the same time or thereafter, the same or any other right, power or remedy. No delay or omission by the Bank in exercising any such right or power, or in pursuing any such remedy, shall impair any such right, power or remedy or be construed to be a waiver of any default on the part of the Company or any acquiescence therein. No waiver by the Bank of any breach or default of or by the Company under the Assignment shall be deemed to be a waiver of any other or similar, previous, or subsequent, breach or default.

Section 8. Indemnification. The Company hereby agrees to indemnify, protect, save and keep harmless the Bank, and its respective successors, assigns, agents and servants, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements, including legal fees and expenses, of whatsoever kind and nature, imposed on, incurred by or asserted against the Bank in any way relating to or arising out of the Assignment, or the manufacture, purchase, acceptance, rejection, ownership, delivery, lease, possession, use, operation, condition, sales, return or other disposition of any equipment subject to the Collateral Documents (including, without limitation, latent and other defects; whether or not discoverable by the Bank) and any claim for patent, trademark or copyright infringement.

Section 9. Appointment of Bank as Attorney. If any Event of Default (as defined in Section 11) shall occur and be continuing, then the Company constitutes the Bank and its successors and assigns, their true and lawful attorney, irrevocably and with full power of substitution, in their name or otherwise, to demand and sue for enforcement of the Collateral Documents in respect of the Mortgaged Equipment, and to demand, receive, compromise, sue for, and give acquittance for, any and all moneys and claims for moneys due and to become due in respect of the Mortgaged Equipment under the Collateral Documents assigned hereby or otherwise arising out of the Assignment, to endorse any checks or other instruments or orders in connection therewith, and with respect thereto which the Bank or its successors and assigns may deem necessary or advisable. Anything herein contained to the contrary notwithstanding, neither the Bank nor its nominee or assignee shall have any obligation or liability by reason of or arising out of the Assignment to make any inquiry as to the nature or sufficiency of, to present or file any claim with respect to, or to take any action to collect or enforce the payment of, any amounts to which it may be entitled at any time or times by virtue of the Assignment.

Section 10. Purchase of Collateral Documents by Bank. At any public sale pursuant to Section 12 hereof,

the Bank or its agent may to the extent permitted by applicable law bid for and purchase the Mortgaged Equipment or the Collateral Documents offered for sale by action of the Bank, and, upon compliance in full with the terms of such sale, may hold, retain, and dispose of such property without further accountability therefor to the Company or any other party.

Section 11. Defaults. The occurrence of any one or more of the following events shall constitute an "Event of Default" hereunder:

(a) The Company shall commit an "Event of Default" under Section 9 of the Loan Agreement; or

(b) The Company shall fail to perform any agreement under this Assignment within 20 days after notice from the Bank; or

(c) Any representation made to any Bank in connection with this Assignment shall be materially false.

Section 12. Remedies. (a) Upon the occurrence and during the continuance of any Event of Default the Bank may:

(i) exercise all the rights and remedies granted to the Company with respect to the Mortgaged Equipment in the Collateral Documents;

(ii) institute legal proceedings for the specific performance of any covenant or agreement herein undertaken by the Company or for aid in the execution of any power or remedy herein granted;

(iii) institute legal proceedings to foreclose upon and against the security interest granted in and by this Assignment, to recover judgment for all amounts then due and owing as Indebtedness, and to collect the same out of any sale of or collection upon the Collateral Documents in respect of the Mortgaged Equipment;

(iv) institute legal proceedings for the sale, under the judgment or decree of any court of competent jurisdiction, of any Collateral Documents in respect of the Mortgaged Equipment;

(v) demand, collect, and retain all hire, earnings and all other sums due and to become due under the Collateral Documents in respect to the Mortgaged Equipment from any party whomsoever, accounting only for net earnings arising from such use, if any, after charging against all receipts from the use of the same and from any subsequent sale

thereof, all costs and expenses of, and damages or losses by reason of, such use or sale; or

(vi) personally, or by agents or attorneys, enter upon and into any place wherein the same may then be located, and take possession of any part or all of the Collateral Documents in respect of the Mortgaged Equipment, with or without process of law and without being responsible for loss or damage, and sell or, dispose of all or any part of the same, free from any and all claims of the Company or of any other party claiming by, through, or under the Company at law, in equity, or otherwise, at one or more public or private sales, in such place or places, at such time or times, and upon such terms as the Bank may determine, in its sole and complete discretion and in light of its own best interests, with or without any previous demand on or notice to the Company or advertisement of any such sale or other disposal; and for the aforesaid purposes, all notice of sale, advertisement, and demand and any right or equity of redemption otherwise required by,

or available to the Company under, applicable law are hereby waived by the Company to the fullest extent permitted by applicable law. The power of sale hereunder shall not be exhausted by one or more sales, and the Bank may from time to time adjourn any sale to be made pursuant to this Section 12.

(b) At any time, before or after an Event of Default, the Bank may notify directly the parties to the Collateral Documents in the name of the Company or otherwise to make payments due to the Company in respect of the Mortgaged Equipment directly to the Bank or as may otherwise be directed by the Bank.

(c) In the event that any mandatory requirement of applicable law shall obligate the Bank to give prior notice to the Company of any of the foregoing acts, the Company hereby covenants and agrees that a notice of such act sent to North American Car Corporation, 222 South Riverside Plaza, Chicago, Illinois 60606, Attention: Vice President - Finance by certified U.S. mail, return receipt requested, at least six (or such longer period as may be required by applicable law) business days before the date of any such act shall be deemed to be reasonable notice of such act and, specifically, reasonable notification of the time and place of any public sale hereunder and reasonable

notification of the time after which any private sale or other intended disposition to be made hereunder is to be made.

(d) The proceeds from the sale of the Mortgaged Equipment and Collateral Documents pursuant to any of the provisions of this Section 12 shall be applied as provided in Section 12 of the Mortgage described and defined in the Loan Agreement.

(e) No sale or other disposition of all or any part of any unit of Mortgaged Equipment by the Bank pursuant to this Section 12 shall be deemed to relieve the Company of its liability for any deficiency in any part of its obligations hereunder.

Section 13. Changes. The Company represents and warrants that it has delivered true and correct copies of the Collateral Documents to the Bank, and the Company agrees that it will not alter, amend, release, or compromise any Collateral Documents in respect of the Mortgaged Equipment without the consent of the Bank.

IN WITNESS WHEREOF, the Company and the Bank have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective

corporate seals, duly attested, to be hereunto affixed as of the day and year first written.

NORTH AMERICAN CAR CORPORATION

By Paul McHenry
Title: Assistant Treasurer

(SEAL)

Attest:
A. Bennett Carr
Title: Assistant Secretary

THE BANK OF NEW YORK

By John J Barrett
Vice President

Attest:
Deborah L Perkins
Title: Asst. Treasurer

SCHEDULE I TO COLLATERAL ASSIGNMENT

COLLATERAL DOCUMENTS

The Collateral Documents, as defined in the foregoing Collateral Assignment are as follows:

All leases now or hereafter existing with respect to the railcars described on Exhibit A hereto under which North American Car Corporation is lessor.

EXHIBIT A

Quantity	Serial Numbers	Description	Lessee
5	2603-2604, 2606,2608, 2613	50 ton, 8,000 gallon capacity tank cars	A.E. Staley Manufacturing
16	2615-2630	Same as above	A.E. Staley Manufacturing
99	4900-4935, 4937-4999	Same as above	A.E. Staley Manufacturing
2	7600,7603	Same as above	E.I. Dupont
2	7601,7608	Same as above	Merck & Company, Inc.
5	7602,7604-7607,	Same as above	Cargill, Inc.
1	7609	Same as above	D.D. Williamson Canada, Ltd.
6	8121-8125, 8127	50 ton, 8,000 gallon capacity tank cars	A. E. Staley Manufacturing
4	12506-12508, 12510	50 ton, 8,000 gallon capacity tank cars	Lonza, Inc.
3	13012,13022, 13023	55 ton, 89 ft. flat cars	Union Carbide Corporation
3	13014,13017, 13024	Same as above	Meyer Manufacturing Company
52	13582-13589, 13591-13605, 13607-13627, 13629-13636	70 ton, 89 ft. flat cars	Grand Trunk Western R.R.
1	17143	90 ton, 20,000 gallon capacity tank cars	Allied Chemical Corporation
1	17144	Same as above	E.I. Dupont
1	17145	Same as above	Union Carbide Corporation

Quantity	Serial Numbers	Description	Lessee
2	17550-17551	50 ton, 6,000 gallon capacity tank cars	Air Products & Chemicals, Inc.
2	17552-17553	Same as above	Unassigned
19	19900-19902, 19904,19908-19910,19912-19914,19916, 19921,19924, 19929-19930, 19934,19936, 19939,19942	100 ton, 13,300 gallon capacity tank cars	Amoco Oil Company
11	19903,19905, 19911,19915, 19918-19920, 19923,19925, 19937-19938	Same as above	Canamex Commodity Corp.
2	19906,19926	Same as above	Mobil Oil Corp.
1	19907	Same as above	E.I. Dupont
1	19922	Same as above	Olin Chemicals
3	19927-19928, 19931	Same as above	Koch Industries
1	19932	Same as above	Phillips Petroleum
3	19933,19940-19941	Same as above	Texasgulf, Inc.
1	21270	90 ton, 20,000 gallon capacity tank cars	Denver Rio Grand
2	21271-21272	Same as above	Monsanto Company
3	21273,21276, 21281	Same as above	E.I. Dupont
1	21274	Same as above	Rohm & Haas Company
1	21275	Same as above	United States Steel Corp.
3	21277-21278, 21280	Same as above	Allied Chemical Corp.
1	21279	Same as above	Zip Transportation

Quantity	Serial Numbers	Description	Lessee
1	21282	90 ton, 20,000 gallon capacity tank cars	American Hoescht Corp.
1	21344	Same as above	Merichem Corp.
2	21345-21346	Same as above	Mobil Oil Corp.
1	21347	Same as above	Unassigned
7	21375,21379, 21436-21438, 21440,21444	Same as above	Monsanto Company
9	21376,21386, 21445-21451	Same as above	Union Carbide Corp.
1	21380	Same as above	C.F. Industries
26	21381-21385, 21388-21390, 21393,21395, 21425-21427, 21433,21441, 21443,21456, 21458,21460, 21463,21469, 21489,21524, 21528,21531, 21594	Same as above	E.I. Dupont
1	21387	Same as above	Dow Badische Company
4	21392,21434, 21455,21459	Same as above	Allied Chemical Corp.
3	21394,21435, 21596	Same as above	Valley Nitrogen Producers
3	21396,21439, 21521	Same as above	PPG Industries, Inc.
2	21397,24152	Same as above	Cross Oil & Refining
8	21423,21472, 21473,21617-21621	Same as above	C&T Refinery, Inc.
3	21424,21487, 21534	Same as above	John Morrell & Company

Quantity	Serial No.	Description	Lessee
1	21428	90 ton, 20,000 gallon capacity tank cars	Industrial Raw Materials
3	21430,21481, 21484	Same as above	Cargill, Inc.
1	21431	Same as above	Oklahoma Refining Co.
13	21432,21457, 21476,24015-24024	Same as above	Shell Oil Company
1	21442	Same as above	Nekoosa Papers, Inc.
3	21452,21585-21586	Same as above	American Cyanamid Co.
1	21453	Same as above	Agrico Chemical Co.
3	21454,21465, 21591	Same as above	United States Steel Corp.
1	21461	Same as above	Clark Oil & Refining Corp.
2	21462,21583	Same as above	Hooker Chemicals
1	21466	Same as above	Standard Brands, Inc.
3	21467,21478, 21480	Same as above	Merichem Corp.
4	21468,21584, 21587,21597	Same as above	Union Camp Corp.
2	21474,21485	Same as above	National By-Products, Inc.
2	21475,21529	Same as above	Atlantic Richfield Co.
1	21479	Same as above	A.E. Staley Manufacturing
1	21480	Same as above	Continental Grain Co.
5	21482,21483, 21530,21588, 21592	Same as above	Westvaco Corp.
1	21486	Same as above	Allied Material Corp.

Quantity	Serial Number	Description	Lessee
1	21488	90 ton, 20,000 gallon capacity tank cars	Zip Transportation
28	21491-21499, 21501-21504, 21507-21515, 21522,21535-21539	Same as above	A.E. Staley Manufacturing
2	21517,21523	Same as above	Anderson Clayton Foods
1	21518	Same as above	First Chemical Corp.
9	21519,21520, 21525-21527, 24151,24201-24203	Same as above	Sun Petroleum Products Co.
1	21532	Same as above	Wilson Foods Corp.
1	21589	Same as above	Mobil Oil Corp.
1	21590	Same as above	Goodpasture, Inc.
1	21595	Same as above	Rohm & Haas Co.
1	24150	Same as above	Ashland Oil, Inc.
1	24250	Same as above	Giumarra Vineyards Corp.
19	24700-24718	70 ton, 10,000 gallon capacity tank cars	Dow Chemical Co.
5	24719-24720, 24725,24728, 24732	Same as above	American Cyanamid Co.
1	24721	Same as above	National Starch
3	24722-24724	Same as above	Rohm & Hass Co.
2	24726,24731	Same as above	Pfizer, Inc.
1	24729	Same as above	W.R. Grace & Company
3	25100-25102	90 ton, 16,600 gallon capacity tank cars	W.R. Grace & Company
4	26201-26202, 26217,26235	50 ton, 10,000 gallon capacity tank cars	American Cyanamid Co.

Quantity	Serial Numbers	Description	Lessee
3	26203,26218, 26228	50 ton, 19,000 gallon capacity tank cars	C.F. Industries
4	26204,26213, 26215,26227	Same as above	Unassigned
3	26205,26219 26220	Same as above	The Royster Company
3	26208,26214 26216	Same as above	International Minerals
2	26212,26233	Same as above	Agway, Inc.
1	26401	Same as above	Agway, Inc.
1	26402	Same as above	FMC Corp.
1	26403	Same as above	Unassigned
5	27294-27298	50 ton, 10,000 gallon capacity tank cars	Unassigned
4	27299,27300, 27675,27678	Same as above	Genstar Chemical, Ltd.
14	27301,27303, 27305,27600, 27605,27607, 27610,27612, 27621,27684, 27687,27689, 27690,27693	Same as above	Unassigned
8	27302,27304, 27679,27681, 27682,27685, 27688,27694	Same as above	The Royster Company
17	27601-27603, 27606,27608, 27609,27613-27616,27619, 27623,27625-27629	Same as above	C.F. Industries

Quantity	Serial Numbers	Description	Lessee
4	27617,27676, 27680,27691	50 ton, 10,000 gallon capacity tank cars	Agway, Inc.
2	27620,27692	Same as above	E.I. Dupont
1	27677	Same as above	Eli Lilly & Company
1	27683	Same as above	FMC Corporation
27	27734-27736, 27738-27747, 27749-27759, 27761-27763	Same as above	Nitram Chemicals, Inc.
1	27764	Same as above	Unassigned
3	27766,27768, 27769	Same as above	C.F. Industries, Inc.
6	27767,27770, 27772,27773, 27783,27784	Same as above	Union Carbide Corp.
1	27771	Same as above	E.I. Dupont
1	27774	Same as above	Allied Chemical Corp.
577	Total All Cars		

STATE OF California)
) ss:
COUNTY OF Los Angeles)

On September 14, 1979, before me personally appeared Paul M. O'Hara, to me personally known, who, being by me duly sworn, says that he is the Assistant Treasurer of NORTH AMERICAN CAR CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was on September 14, 1979 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.

OFFICIAL SEAL
MYRNA D. MEANS
NOTARY PUBLIC CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires April 27, 1982

Myrna D. Means
Notary Public

My Commission Expires April 27, 1982.

STATE OF New York)
) ss:
COUNTY OF New York)

On September 17, 1979, before me personally appeared John F. Barrett, to me personally known, who, being duly sworn, says that he is a Vice President of THE BANK OF NEW YORK, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was on September 17, 1979 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 such corporation.

SHIRLEY A. BRYANT
Notary Public, State of New York
No. 41-4679051
Qualified in Queens County
Commission Expires March 30, 1980

Shirley A. Bryant
Notary Public

My Commission Expires March 30, 1980.

STATE OF California)
) ss:
COUNTY OF Los Angeles)

TO WIT:

IN THE MATTER of registration of a Collateral Assignment dated as of September 17, 1979 and made from North American Car Corporation to The Bank of New York for the purpose of securing payment of a loan made by The Bank of New York to North American Car Corporation.

I, Paul M. O'Hara, of the City of Los Angeles, in the State of California, MAKE OATH AND SAY THAT:

1. I am an officer holding the office of Assistant Treasurer of North American Car Corporation, the mortgagor or assignor named in the annexed instrument containing a mortgage, charge or assignment made by the said North American Car Corporation to The Bank of New York and am aware of the circumstances connected with the transaction and have a personal knowledge of the facts herein deposed to.

2. The said instrument was executed by North American Car Corporation at the City of Los Angeles, in the State of California, on September 14, 1979.

Paul M. O'Hara

SWORN before me at the City of Los Angeles, in the State of California, on September 14, 1979.

Myrna D. Means
A Notary Public in and for said County in the State of California
My Commission Expires April 27, 1982.

OFFICIAL SEAL
MYRNA D. MEANS
NOTARY PUBLIC CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires April 27, 1982

STATE OF New York)
) ss:
COUNTY OF New York)

TO WIT:

IN THE MATTER of registration of a Collateral Assignment dated as of September 17, 1979 and made from North American Car Corporation to The Bank of New York for the purpose of securing the payment of a loan made by The Bank of New York to North American Car Corporation.

I, John F. Barrett, of the City of New York, in the State of New York, MAKE OATH AND SAY THAT:

1. I am an officer holding the office of Vice President of The Bank of New York, the mortgagee, trustee or grantee named in the annexed instrument made from North American Car Corporation to The Bank of New York, and am aware of the circumstances connected with the transaction and have a personal knowledge of the facts herein deposed to.

2. The said instrument being the instrument containing the mortgage, charge or assignment was executed in good faith and for the purpose of securing payment of the loan referred to therein and not for the mere purpose of protecting the chattels or book debts therein mentioned against the creditors of the mortgagor or assignor or preventing such creditors from obtaining payment of any claim against the mortgagor or assignor.

John F Barrett

SWORN before me at the City of New York, in the State of New York, on September 17, 1979.

Shirley A. Bryant
A Notary Public in and for said County in the State of New York
My Commission Expires March 30, 1980.

SHIRLEY A. BRYANT
Notary Public, State of New York
No. 41-4679051
Qualified in Queens County
Commission Expires March 30, 1980