

All this restated herein later



NORTH AMERICAN CAR CORPORATION

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

RECORDATION NO. 9718-H Filed 1425

JUL 13 1979-10 25 AM

July 12, 1979

97194A012

JUL 13 1979

INTERSTATE COMMERCE COMMISSION

Secretary
Interstate Commerce Commission
Washington, D.C. 20423.

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10⁰⁰
70 Washington, D.C.

Re: Section 11303 Filing: Supplemental Trust Agreement dated as of June 29, 1979, to an Equipment Trust Agreement dated as of September 25, 1978, by and between North American Car Corporation ("North American") and Crocker National Bank, as Trustee.

Dear Mr. Secretary:

Enclosed for recording under Section 11303 of the Interstate Commerce Act are executed counterparts of the Supplemental Trust Agreement dated as of June 29, 1979 (the "Supplement"), to the Equipment Trust Agreement dated as of September 25, 1978, (the "Agreement") by and between North American and Crocker National Bank, as Trustee ("Trustee"), 611 West Sixth Street, Los Angeles, California 90017. The Agreement was recorded with the Interstate Commerce Commission at 3:25 p.m. on September 27, 1978, and was assigned Recordation No. 9718.

Under the Agreement and the Supplement, North American leases the equipment described therein from the Trustee in accordance therewith and assigns to the Trustee as security for North American's obligation under the Agreement all amounts due and payable under any sublease of the Equipment or any guaranty thereof. The Supplement serves to amend the Agreement by restating in their entirety the attachments listing the rail-cars subject to the Agreement.

Also enclosed is a check, payable to the Interstate Commerce Commission in the amount of \$10 as the recording fee for the Agreement and the Supplement.

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 Certificate of Recording, to the Interstate Commerce Commission messenger making this delivery.

If you have any questions, please contact me.

Yours very truly,

James M. Gillespie
James M. Gillespie,
Attorney.

This all is 9718-H
[Signature]

RECEIVED
JUL 13 10 20 AM '79

Interstate Commerce Commission
Washington, D.C. 20423

7/13/79

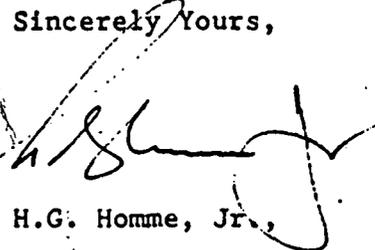
OFFICE OF THE SECRETARY

James M. Gillespie
North American Car Corp.
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 7/13/79 at 10:25am and assigned recordation number(s) 9718-H

Sincerely Yours,


H.G. Homme, Jr.,
Secretary

Enclosure(s)

SE-30-T
(2/78)

9719-H

SUPPLEMENTAL TRUST AGREEMENT

RECORDATION NO. 9718-H Filed 1425

Dated as of June 29, 1979.

JUL 13 1979-10 25 AM

INTERSTATE COMMERCE COMMISSION

THIS SUPPLEMENTAL EQUIPMENT TRUST AGREEMENT dated as of June 29, 1979, between NORTH AMERICAN CAR CORPORATION, a Corporation duly organized and existing under the laws of the State of Delaware (the "Company") and CROCKER NATIONAL BANK, a National Banking Association duly organized and existing under the laws of the United States of America, as Trustee (the "Trustee").

WHEREAS the Company has heretofore executed and delivered to the Trustee an Equipment Trust Agreement dated as of September 25, 1978, as previously supplemented and amended, (the "Trust Agreement"), a true copy of which if the parties desire is annexed hereto at Appendix "B", providing for the issue of its 9 3/4% Equipment Trust Certificates, Second 1978 Series due December 15, 1998 (the "Trust Certificates"), in the aggregate principal amount of \$63,000,000;

WHEREAS the parties hereto desire to further amend Attachments A and B to the Trust Agreement;

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) duly paid to it by the Trustee on execution of these presents, the receipt and sufficiency of which is hereby acknowledged, the Company and the Trustee covenant and agree for the equal and proportionate benefit of the respective holders from time to time of the Trust Certificates, as follows:

Attachments A and B to the Trust Agreement are hereby further amended and restated to be and read in their collective entirety as set forth in Appendix A.

The Trustee accepts the provisions of this Supplemental Trust Agreement but only upon the terms and conditions set forth in the Trust Agreement as amended hereby.

Except as hereby expressly provided, the Trust Agreement, is in all respects ratified and confirmed and all the terms, provisions and conditions thereof shall be and remain in full force and effect and shall apply to this Supplemental Trust Agreement to the same extent as if the same were fully set forth herein and contained in one instrument. This Supplemental Equipment Trust Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

Nothing herein contained shall be deemed to supersede, displace or invalidate the Trust Agreement or any registration thereof or any registration pursuant thereto.

IN WITNESS WHEREOF the Company and the Trustee have caused this Supplemental Equipment Trust Agreement to be duly executed by their respective officers thereunto duly authorized and their respective corporate seals duly attested, to be hereunto affixed, all as of the date and year first above written.

NORTH AMERICAN CAR CORPORATION

By J. Harison DAB
Vice President

ATTEST:

James M. Billey
Assistant Secretary

CROCKER NATIONAL BANK,
Trustee

By [Signature]
Trust Officer

ATTEST:

[Signature]
Vice President

State of Illinois)
) ss.:
County of Cook)

On this 29th day of June, 1979 before me personally appeared John Harrison, to me personally known, who, being by me duly sworn, says that he is Vice President 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 June 29, 1979 signed and sealed on behalf of said corporation by authority of its Borad of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Debra A. Kelly
Notary Public

My Commission Expire 2/23/83

State of California)
) ss.
County of Los Angeles)

On this 29th day of June, 1979 before me personally appeared COLIN G. GLEN, to me personally known, who, being by me duly sworn, says that he is Trust Officer of CROKER NATIONAL BANK, that one of the seals affixed to the foregoing instrument is the seal of said national banking association and that said instrument was on June 29, 1979 signed and sealed on behalf of said national banking association by authority of its Borad of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

Maryanne B. Losorelli
Notary Public

My Commission Expire 5-4-82



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

TO WIT:

IN THE MATTER of registration of an Equipment Trust Agreement dated as of the 29th day of June, 1979, and made from North American Car Corporation to Crocker National Bank, as Trustee for the purpose of securing Equipment Trust Certificates, Second 1978 Series, of North American Car Corporation.

I, Allen A. Harrison, of the City of Chicago, in the State of Illinois, MAKE OATH AND SAY THAT:

1. I am an officer holding the office of Vice President Finance 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 Crocker National Bank, as Trustee, and am aware of the circumstances connected with the transaction and have a personal knowledge of the facts herein desposed to.

2. The said instrument was executed by North American Car Corporation at the City of Chicago, in the State of Illinois, on the 29th day of June, 1979.

J. Harrison
CHP

SWORN before me at the
City of Chicago in the
State of Illinois, the
29th day of June, 1979.

Debra A. Kelly
A Notary Public in and for
said County in the State
of Illinois.

STATE OF CALIFORNIA)
)SS.:
COUNTY OF LOS ANGELES)

TO WIT:

IN THE MATTER of registration of an Equipment Trust Agreement dated as of the 29th day of June, 1979, and made from North American Car Corporation to Crocker National Bank, as Trustee for the purpose of securing Equipment Trust Certificates, Second 1978 Series, of North American Car Corporation.

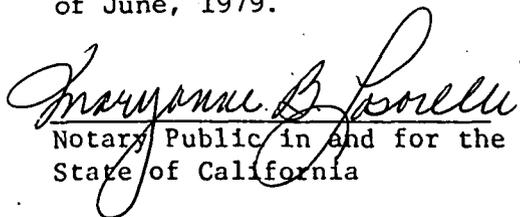
I, COLIN G. GLEN, of the City of Los Angeles, in the State of California, MAKE OATH AND SAY THAT:

1. I am an officer holding the office of Trust Officer of Crocker National Bank, the mortgagee, trustee or grantee named in the annexed instrument made from North American Car Corporation to Crocker National Bank, as Trustee, and am aware of the circumstances connected with the transaction and have a personal knowledge of the facts herein desposed 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 Equipment Trust Certificates, SEcond 1978 Series, referred to therein and not for the mere purpose of protecting the chattels or book debts therein mentioned against the creditors of the mortgagor assignor or preventing such creditors from obtain payment of any claim against the mortgager or assignor.



SWORN before me at the City of Los Angeles in the State of California the 29th day of June, 1979.


Notary Public in and for the State of California



APPENDIX A

NORTH AMERICAN CAR CORPORATION
EQUIPMENT TRUST - SECOND 1978 SERIES
DESCRIPTION OF TRUST EQUIPMENT

<u>Quantity</u>	<u>Serial Numbers</u>	<u>A.A.R. Mechanical Designation Code</u>	<u>Description</u>
1	16110	T-104	Class 111A100W3, 100 ton, 16,500 gallon capacity tank car
1	16116	T-104	Same as above
1	16129	T-104	Same as above
46	16140-16185	T-104	Same as above
39	17010-17048	T-104	Same as above
35	17200-17234	T-104	Class 111A100W3, 100 ton, 17,500 gallon capacity tank cars
55	17245-17299	T-104	Class 111A100W3, 100 ton, 16,500 gallon capacity tank cars
5	27500-27504	T-564	Class 105A500W, 100 ton, 17,300 gallon capacity tank cars
25	29200-29224	T-108	Class 111A100W1, 100 ton, 30,000 gallon capacity tank cars
3	29243-29245	T-108	Same as above
10	58741-58750	L-654	Class LO, 100 ton, 5,750 cu. ft. hopper cars
22	58759-58780	L-654	Same as above
1	58783	L-654	Same as above
1	58800	L-654	Same as above
27	58824-58850	L-654	Same as above
139	72406-72544	T-105	Class 111A100W3, 100 ton, 20,700 gallon capacity tank cars
6	72559-72564	T-105	Same as above
50	73585-73634	T-104	Class 111A100W1, 100 ton, 20,700 gallon capacity tank cars
26	77038-77063	T-105	Class 111A100W3, 100 ton, 24,000 gallon capacity tank cars
40	77116-77155	T-105	Class 111A100W3, 100 ton, 23,700 gallon capacity tank cars
10	81149-81158	T-106	Class 111A100W1, 100 ton, 24,000 gallon capacity tank cars
2	93686-93687	L-651	Class LO, 100 ton, 3,000 cu. ft. hopper cars
32	93706-93737	L-651	Same as above
25	93743-93767	L-651	Same as above
8	93772-93779	L-651	Same as above
25	93785-93809	L-651	Same as above
68	93833-93900	L-651	Same as above
27	93906-93932	L-651	Same as above
10	93950-93959	L-651	Same as above
7	94008-94014	L-651	Same as above
75	390000-390074	L-652	Class LO, 100 ton, 4,000 cu. ft. hopper cars
15	390083-390097	L-652	Same as above
1	390101	L-652	Same as above
21	390104-390124	L-652	Same as above
600	455000-455599	L-253	Class LO, 100 ton, 4,550 cu. ft. hopper cars
75	465125-465199	L-153	Class LO, 100 ton, 4,650 cu. ft. hopper cars
231	479400-479630	L-153	Class LO, 100 ton, 4,750 cu. ft. hopper cars
3	479632-479634	L-153	Same as above
69	479681-479749	L-153	Same as above
50	479800-479849	L-153	Same as above
30	480300-480329	L-153	Same as above
6	480359-480364	L-153	Same as above
16	480384-480399	L-153	Same as above
3	480800-480802	L-153	Same as above
5	481100-481104	L-153	Same as above