

FIRST SUPPLEMENTAL INDENTURE **AUG 12 1975 - 1 40 AM**

INTERSTATE COMMERCE COMMISSION

THIS FIRST SUPPLEMENTAL INDENTURE OF MORTGAGE AND DEED OF TRUST dated this 19th day of June, 1975, by and between NORTH AMERICAN CAR CORPORATION, a corporation duly organized and existing under and by virtue of the laws of the State of Delaware (hereinafter called the "Company"), party of the first part, and HARRIS TRUST AND SAVINGS BANK, a corporation duly organized and existing under and by virtue of the laws of the State of Illinois (hereinafter referred to as the "Trustee"), party of the third part;

W I T N E S S E T H

WHEREAS, the parties have heretofore on the 15th day of November, 1973 executed a certain Indenture of Mortgage and Deed of Trust (hereinafter called "Indenture"); and

WHEREAS, Article VII, Section 7.01 of the Indenture provides inter alia that whenever Mortgaged Equipment shall become worn out, unsuitable for use, lost or destroyed, the Company shall Mortgage to the Trustee under the Indenture other Equipment having a fair value not less than the fair value of the Mortgaged Equipment so worn out, unsuitable for use, lost or destroyed; and

WHEREAS, the following described railroad cars constituting a part of the Mortgaged Equipment have become worn out, unsuitable for use or lost or destroyed:

<u>Car Number</u>	<u>Description</u>	<u>Fair Market Value</u>
58088	Class L0, 100 Ton, 5842 Cu.Ft. Capacity Hopper Car	\$25,000.00
76108	Class 111A100W1, 100 Ton, 23850 Gallon Tank Car	\$22,200.00
54661	Class L0, 100 Ton, 4750 Cu.Ft. Capacity Hopper Car	\$16,800.00
54668	Class L0, 100 Ton, 4750 Cu.Ft. Capacity Hopper Car	\$16,800.00
54847	Class L0, 100 Ton, 4750 Cu.Ft. Capacity Hopper Car	17,000.00
54991	Class L0, 100 Ton, 4750 Cu.Ft. Capacity Hopper Car	\$16,800.00
78116	Class 111A100W1, 100 Ton, 24,000 Gal. Tank Car	\$18,700.00
54824	Class L0, 100 Ton 4750 Cu.Ft. Capacity Hopper Car	\$16,700.00

<u>Car Number</u>	<u>Description</u>	<u>Fair Market Value</u>
90690	Class L0, 100 Ton, 4,000 Cu.Ft. Capacity Hopper Car	\$24,000.00
99691	Class L0, 100 Ton, 4,000 Cu.Ft. Capacity Hopper Car	\$24,000.00
99692	Class L0, 100 Ton, 4,000 Cu.Ft. Capacity Hopper Car	\$24,000.00
99693	Class L0, 100 Ton, 4,000 Cu.Ft. Capacity Hopper Car	\$24,000.00
99698	Class L0, 100 Ton, 4,000 Cu.Ft. Capacity Hopper Car	\$24,000.00
99686	Class L0, 100 Ton, 4,000 Cu.Ft. Capacity Hopper Car	\$24,000.00
99687	Class L0, 100 Ton, 4,000 Cu.Ft. Capacity Hopper Car	\$24,000.00
99688	Class L0, 100 Ton, 4,000 Cu.Ft. Capacity Hopper Car	\$24,000.00
99689	Class L0, 100 Ton, 4,000 Cu.Ft. Capacity Hopper Car	\$24,000.00
99664	Class L0, 100 Ton, 4,000 Cu.Ft. Capacity Hopper Car	\$29,000.00
99665	Class L0, 100 Ton, 4,000 Cu.Ft. Capacity Hopper Car	\$29,000.00
99694	Class L0, 100 Ton, 4,000 Cu.Ft. Capacity Hopper Car	\$24,500.00
99695	Class L0, 100 Ton, 4,000 Cu.Ft. Capacity Hopper Car	\$24,500.00
99696	Class L0, 100 Ton, 4,000 Cu.Ft. Capacity Hopper Car	\$24,500.00
99697	Class L0, 100 Ton, 4,000 Cu.Ft. Capacity Hopper Car	\$24,500.00
99671	Class L0, 100 Ton, 4,000 Cu.Ft. Capacity Hopper Car	\$25,100.00
99676	Class L0, 100 Ton, 4,000 Cu.Ft. Capacity Hopper Car	\$25,100.00

WHEREAS, Article VII, Section 7.02 of the Indenture provides for a supplemental indenture to be entered into pursuant to Article XII of the Indenture, warranting that the title to the equipment so to be substituted for the equipment so worn out, unsuitable for use, lost or destroyed is free from all liens, claims and encumbrances other than permitted liens, and subjecting such Equipment to the lien of the Indenture; and

WHEREAS, Article XII, Section 12.01 of the Indenture provides that the Company and the Guarantor when authorized by resolution of their respective Board of Directors and the Trustee, from time to time and at any time, may, without the consent of Bondholders, enter into an indenture or indentures

supplemental to the Indenture to grant, bargain, sell, alien, remise, release, convey, confirm, warrant, assign, cede, charge, mortgage, pledge, transfer, deliver and set over to the Trustee, and subject to the lien of the Indenture, property or properties of the Company or the Guarantor, subject to the conditions and restrictions contained in the Indenture, and that such supplemental indentures shall form a part of the Indenture.

NOW, THEREFORE, in consideration of the sum of \$1.00 duly paid to the Company and the Guarantor, respectively, by the Trustee at or before the ensealing and delivery hereof and for valuable consideration, the receipt whereof is hereby acknowledged, the Company and Guarantor have executed and delivered this Third Supplemental Indenture; the Company has granted, bargained, sold, aliened, remised, released, conveyed, confirmed, warranted, assigned, ceded, charged, mortgaged, pledged, hypothecated, transferred, delivered, and set over, and by these presents does grant, bargain, sell, alien, remise, release, convey, confirm, warrant, assign, cede, charge, mortgage, pledge, hypothecate, transfer, deliver, and set over unto the Trustee as in the Indenture provided, and to its successors in trust and its assigns forever, and has granted and does hereby grant to the Trustee, such successors and assigns a security interest in all the right, title and interest of the Company in and to any and all of the following described railroad cars:

<u>CAR NUMBERS</u>	<u>Description</u>	<u>Fair Market Value</u>
9363, 9364	89 Foot Bi-Level Flat Car	\$14,400 as to each
10244 - 10294 inclusive	62 Foot Nine Inch Log Hauling Flat Car	\$ 8,200 as to each
57407-57409 Inclusive 476650-476654 Inclusive 476700	Class L0, 100 Ton, 4750 Cu.Ft. Capacity Hopper Car	\$24,500 as to each
15663	Class DOT 111A100W3, 50 Ton, 11,000 Gallon Tank Car	\$ 2,200
15501	Class DOT 111A100W3, 50 Ton, 11,000 Gallon Tank Car	\$ 2,900

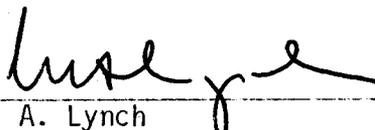
subject, however, to the rights of lessees and purchase optionees under the leases and subleases listed in Schedule I annexed to the Indenture and to permitted liens as -n said Indenture provided, to have and to hold all and singular, the above successors in trust, and its assigns forever, for the purposes and upon the uses and trusts, and subject to all the conditions and restrictions herein and in the Indenture contained.

The Company hereby warrants that title to the Equipment is free from all liens, claims and encumbrances, other than leases, purchase options, and permitted liens referred to in the Indenture.

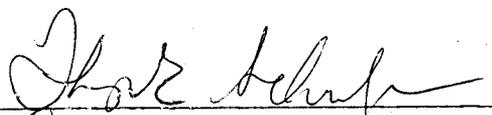
From and after (but only from and after) the execution of this Fourth Supplemental Indenture for Indenture shall be deemed to be modified as herein provided, and thereafter the Indenture shall be read in connection with the Fourth Supplemental Indenture had been a part of the Indenture at the time of the execution and delivery of the Indenture.

IN WITNESS WHEREOF, the Company, the Guarantor and the Trustee have caused their names to be signed 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 above written.

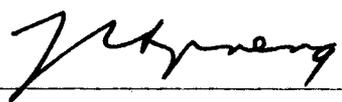
NORTH AMERICAN CAR CORPORATION

By 
M. A. Lynch
As a Vice President

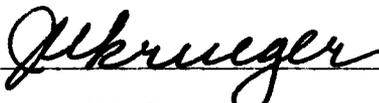
ATTEST:


Christa Seefang

HARRIS TRUST AND SAVINGS BANK

By 
VICE PRESIDENT

ATTEST:


ASSISTANT SECRETARY

