



NORTH AMERICAN CAR CORPORATION

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

RECORDATION NO. 6592-B Filed 1425

November 9, 1979

0-618A061

JAN 18 1980 3 02 PM

JAN 18 1980

Secretary
INTERSTATE COMMERCE COMMISSION
Interstate Commerce Commission
Washington, D.C. 20423

Date
Fee \$ 10.00

ICC Washington, D. C.

Re: Section 11303 Filing: Supplement Agreement dated as of November 9, 1979, ("Supplement") to Equipment Trust Agreement dated as of May 1, 1972, ("Agreement") by and between North American Car Corporation (the "Company") and Harris Trust and Savings Bank, (the "Trustee").

Handwritten:
Harris Trust and Savings Bank
6592-B

Dear Mr. Secretary:

Enclosed for recording under Section 11303 of the Interstate Commerce Act are executed counterparts of the above described Supplement. The Agreement was recorded with the Interstate Commerce Commission and was assigned recordation number 6592.

Under the Agreement, the Trustee leases the equipment subject thereto to the Company and the Company guarantees the payment of principal and interest on the equipment trust certificates issued under the Agreement, all in accordance with the Agreement.

The general description of the equipment which the Supplement subjects to the terms of the Agreement is as stated in Exhibit A of the Supplement. The Company will be the Vendor of such equipment to the Trustee.

The general description of the equipment which the Supplement releases from the terms of the Agreement is as stated in Exhibit I to the Supplement.

Also enclosed is a check, payable to the Interstate Commerce Commission, in the amount of \$10.00 as the recording fee for 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 the enclosed counterparts for record in your office and to return the remaining copies, together with the Secretary's Certificate of Recording, to the messenger making this delivery.

If you have any questions, please contact me.

Very truly yours,

Handwritten signature: James M. Gillespie

James M. Gillespie
Attorney

JMG/dak
enclosures



NORTH AMERICAN CAR CORPORATION

227 SOUTH RIVERSIDE PLAZA • CHICAGO, ILLINOIS 60606 U.S.A. • (312) 648-4000 • TELEX 215222

RECORDATION NO. *1592-B*
Filed 1425

JAN 18 1980 4:02 PM

November 9, 1977 INTERSTATE COMMERCE COMMISSION

Harris Trust and Savings Bank,
as Trustee of the
North American Car Corporation
Equipment Trust Agreement,
SECOND 1972 SERIES
111 West Monroe Street
Chicago, IL 60670

Gentlemen:

Referring to Section 3.06 of the Equipment Trust Agreement dated as of May 1, 1972, between you, as Trustee, and North American Car Corporation, a Delaware corporation, as Lessee, North American Car Corporation hereby agrees with you as follows:

1. The cars described in Exhibit T, which were a part of the Trust Equipment (as defined in said Agreement) have been destroyed or otherwise disposed of or become unsuitable or unnecessary for the use of the Company (hereinafter the "Released Cars") in accordance with the terms of said Agreement. The fair market value of the Released Cars immediately prior to such destruction or other such disposition is set forth in Exhibit T and is equal to any sale price thereof. By execution hereof the Trustee hereby releases and relinquishes over to North American any and all interest of the Trustee in and to the Released Cars set forth in Exhibit T under the Agreement.
2. The Released Cars have been replaced by the cars described in Exhibit A (the "Added Cars"), which have been delivered to North American, as lessee, are marked as required by Section 3.04 of said Agreement and have the fair market value set forth in Exhibit A which is less than the cost thereof.
3. All other cars constituting a part of the Trust Equipment at the date hereof are in existence and in interchange condition. In the case of any Trust Equipment repainted during the preceding year, the marking required by Section 3.04 of said Agreement has been preserved or repainted cars have again been marked as required by said Section.

4. The Trust Equipment has been insured against loss or damage in accordance with the terms of the Agreement.

The undersigned agent is hereby designated by you to accept delivery and certify as to the marking of cars and he hereby certifies to you that said Added Cars have been delivered to him as such agent.

North American herewith delivers to you (a) a Bill of Sale transferring title to you, as Trustee, to such replacement cars, and (b) the opinion of Counsel, as to your title to such Added Cars, both complying with the requirement of said Agreement.

North American Car Corporation requests that you execute this instrument in the space provided below, in consideration hereof, for the purpose of constituting this instrument a Supplement to the Agreement. Said Agreement shall continue in full force and effect except as amended herein. To the extent the Agreement requires certification as to any of the above items, the signature of the officer named below shall constitute such certification.

Very truly yours,

NORTH AMERICAN CAR CORPORATION

By J. Harison
Vice President

J.P. Freds
As Agent, as aforesaid

(Corporate Seal)

ATTEST:

James M. Silbey
Assistant Secretary

TIGER TRUST AND LEASING BANK, TRUSTEE

R. Mason
Vice President

(Corporate Seal)

ATTEST:

C. Potts
Assistant Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Debra A. Kelly, a Notary Public in and for the County and State aforesaid, do hereby certify that on the 9th day of November, 1979, J. Harrison & James M. Gillispie, known to me to be the Vice President and the Assistant Secretary, respectively, of North American Car Corporation, personally appeared before me and being first duly sworn by me severally acknowledged that they signed the foregoing document in the respective capacities therein set forth and declared that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.

Debra A. Kelly
Notary Public

My Commission Expires:
My Commission Expires Feb. 23, 1983

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, ROSE MARIE MALLER, a Notary Public in and for the County and State aforesaid, do hereby certify that on the 9th day of JAN., 1980, R. C. MASON and C. POTTER, known to me to be one of the VICE PRESIDENT and one of the ASSISTANT SECRETARY respectively, of Harris Trust and Savings Bank, of Chicago, personally appeared before me and being first duly sworn by me severally acknowledged that they signed the foregoing document in the respective capacities therein set forth and declared that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.

Rose Marie Maller
Notary Public

My Commission Expires:
2-20-83

NORTH AMERICAN CAR CORPORATION
SECOND 1972 SERIES EQUIPMENT TRUST
RELEASED CARS

<u>Quantity</u>	<u>Serial Number</u>	<u>Description</u>	<u>Fair Value</u>
1	5368	Class ICC103, 40 ton, 8,000 gallon capacity tank car	\$ 500.00
1	30095	Class 112A340W, 100 ton, 34,000 gallon capacity tank car	23,246.21
2	30091, 30094	Class DOT112A340W, 100 ton, 34,000 gallon capacity tank cars	20,531.89
			<u>644,278.10</u>

NORTH AMERICAN CAR CORPORATION
SECOND 1972 SERIES EQUIPMENT TRUST
REPLACEMENT CARS

<u>Quantity</u>	<u>Serial Number</u>	<u>Description</u>	<u>Fair Value</u>
1	12500	Class 111A60AW1, 50 ton, 8,400 gallon capacity tank car	S 24,690.94
6	13554, 13556-13550	Class FA, 55 ton, 89 ft. flat cars	22,792.18
			<u>S 47,483.12</u>