TIGER LEASING GROUP

NORTH AMERICAN CAR CORPORATION

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

November 26, 1980 6843-I

RECORDATION NO. 6843-I Filed 1425

DEC 1 - 1980 - 3 25 PM

INTERSTATE COMMERCE COMMISSION

No. 0-335A034

Date DEC 1 1980

Fee $ 10.00

ICC Washington, D. C.

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Re: Section 11303 Filing: Supplement Agreement dated as of November 19, 1980, ("Supplement") to Equipment Trust Agreement dated as of November 1, 1972, ("Agreement") by and between North American Car Corporation (the "Company") and Harris Trust and Savings Bank (the "Trustee").

MS Lee - we think this one will be 6843-I

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 6843.

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,

James M. Gillespie
Attorney

JMG/dak
enclosures

Counterparts John Austin

RECORDATION NO. 6843-I
DEC 1 - 1980-3 25 PM
INTERSTATE COMMERCE COMMISSION

SUPPLEMENTAL INDENTURE

THIS SUPPLEMENTAL INDENTURE OF MORTGAGE AND DEED OF TRUST DATED THIS 19th day of November, 1980, by and among NORTH AMERICAN CAR CORPORATION, a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the "Company"), NORTH AMERICAN CAR (CANADA) LIMITED, a corporation duly organized and existing under the laws of the Province of Ontario (the "Guarantor"), and HARRIS TRUST AND SAVINGS BANK, an Illinois Banking Corporation, as Trustee (hereinafter referred to as the "Trustee").

W I T N E S S E T H

WHEREAS, the Company and Trustee have heretofore as of the 1st day of November, 1972 executed a certain Indenture of Mortgage and Deed of Trust (hereinafter called the "Indenture"); and

WHEREAS, the Company has given to the Trustee a security interest in and to the Mortgaged Equipment, as therein defined and described; and

WHEREAS, the railcars described on Schedule I hereto, constituting a part of said Mortgaged Equipment, have been sold or become worn out, unsuitable for use, lost or destroyed;

WHEREAS, Section 12.01 of the Indenture provides that the Company when authorized by resolution of its Board of Directors and the Trustee, from time to time 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, 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 other valuable consideration, the receipt whereof is hereby acknowledged, the Company and the Guarantor have executed and delivered this 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 right, title and interest of the Company in and to all of the railroad cars described on Schedule A hereto.

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

The Trustee hereby releases and conveys to the Company the Trust Equipment described on Schedule I hereto.

From and after (but only from and after) the execution of this Supplemental Indenture, the Indenture shall be deemed to be modified as herein provided, and thereafter the Indenture shall be read in connection with this Supplemental Indenture with the same force and effect as if the alterations and modifications set forth in this 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 hereto by their respective officers thereunto duly authorized and their respectible corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

NORTH AMERICAN CAR CORPORATION

By _____
Vice President

ATTEST:

_____
Assistant Secretary

NORTH AMERICAN CAR (CANADA) LIMITED

By _____

ATTEST:

_____
Assistant Secretary

HARRIS TRUST AND SAVINGS BANK,
as Trustee

By _____
VICE PRESIDENT

ATTEST:

_____
ASSISTANT SECRETARY

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 19th day of November, 1980, before me personally appeared James F. Compton and James M. Gillespie, to me personally known, who being by me duly sworn say that they are Vice President and Assistant Secretary, respectively, 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 this day signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Ina Prewitt
Notary Public

My Commission Expires:
My Commission Expires March 26, 1983

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 19th day of November, 1980 before me personally appeared James H. Ozaane and James M. Gillespie, to me personally known, who being by me duly sworn say that they are Vice President and Assistant Secretary, respectively, of North American Car (Canada) Limited, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was on this day signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Ina Prewitt
Notary Public

My Commission Expires:
My Commission Expires March 26, 1983

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 25th day of NOVEMBER 1980 before me personally appeared R. G. MASON and R. MANIX to me personally known, who being by me duly sworn say that they are VICE PRESIDENT and ASSISTANT SECRETARY, respectively, of Harris Trust and Savings Bank that one of the seals affixed to the foregoing instrument is the corporate seal of said bank and that said instrument was on this day signed and sealed on behalf of said bank by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

Lavette C. Seay
Notary Public

My Commission Expires:
NOVEMBER 29, 1980

NORTH AMERICAN CAR CORPORATION
THIRD 1972 EQUIPMENT TRUST
RELEASED CARS

EXHIBIT 1

QUANTITY	SERIAL NUMBERS	DESCRIPTION	COST	FAIR VALUE
22	48772, 48795, 48809, 48814, 48820, 48824, 48826, 48829, 48845, 48862 48865, 48868, 48879, 48885, 48894, 48902, 48913, 48924, 48928, 48937, 49125, 49420	4400 Cubic Foot Hopper Cars	$ 392,700	$ 475,200

BIT A

FAIR VALUE
$ 509,990

NORTH AMERICAN CAR CORPORATION
THIRD 1972 EQUIPMENT TRUST
REPLACEMENT CARS

EXHIBIT A

QUANTITY	SERIAL NUMBERS	DESCRIPTION	COST	FAIR VALUE
13	483191 - 483203	4750 Cubic Foot Hopper Cars	$ 509,990	$ 509,990