

**NORTH
AMERICAN
CAR**

NORTH AMERICAN CAR CORPORATION

33 West Monroe
Chicago, IL U.S.A. 60603
Telephone 312.853.5000
Telex #255222

RECORDATION NO. 5818-2 Files 142b

APR 27 1981 - 8 21 PM

No.

Date APR 27 1981

INTERSTATE COMMERCE COMMISSION

Fee \$ 10.00

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

RECEIVED
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Re: Section 11303 Filing: Supplement Agreement dated as of March 13, 1981, ("Supplement") to Equipment Trust Agreement dated as of August 15, 1970, ("Agreement") by and between North American Car Corporation (the "Company") and Harris Trust and Savings Bank (the "Trustee").

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 5818.

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.

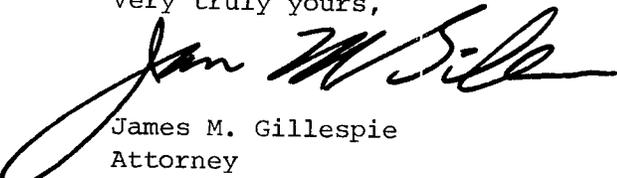
The general description of the equipment which the Supplement releases from the terms of the Agreement is as stated in Exhibit I to the Supplement.

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



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APR 27 1981 - 3 02 PM

INTERSTATE COMMERCE COMMISSION

March 13, 1981

Harris Trust and Savings Bank,
as Trustee of the
North American Car Corporation
Equipment and Collateral
Trust Agreement
SECOND 1970 Series
111 West Monroe Street
Chicago, Illinois 60670

Gentlemen:

Referring to Section 5.06 of the Equipment and Collateral Trust Agreement, dated as of August 15, 1970, 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 I, which were a part of the Trust Equipment (as defined in said Agreement) have been destroyed or otherwise disposed of or became 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 I and is equal to or greater than any sale price thereof. By execution hereof, the Trustee hereby releases and quitclaims over to North American any and all interest of the Trustee in and to the Released Cars set forth in Exhibit I 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 cost set forth in Exhibit A which is less than the fair market value 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. Harrison
Vice President

J. B. ...
As Agent as aforesaid

(Corporate Seal)

ATTEST:

Jan M. Silley
Assistant Secretary

HARRIS TRUST AND SAVINGS BANK, TRUSTEE

R. S. Mason
Vice President

(Corporate Seal)

ATTEST:

C. P. ...
Assistant Secretary

NORTH AMERICAN CAR CORPORATION
SECOND 1970 EQUIPMENT TRUST
RELEASED CARS

Exhibit 1

<u>Quantity</u>	<u>Serial Numbers</u>	<u>Description</u>	<u>Cost</u>	<u>Fair Value</u>
<u>4</u>	8233-8234 23471-23472	20,700 gallon tank cars	<u>\$82,881.32</u>	<u>\$92,958.09</u>
<u>-</u>			<u> </u>	<u> </u>
<u>-</u>			<u> </u>	<u> </u>

NORTH AMERICAN CAR CORPORATION
SECOND 1970 EQUIPMENT TRUST
REPLACEMENT CARS

Exhibit A

<u>Quantity</u>	<u>Serial Numbers</u>	<u>Description</u>	<u>Cost</u>	<u>Fair Value</u>
<u>4</u>	71372-71374, 71380	20,000 gallon tank cars	<u>\$94,506.07</u>	<u>\$110,049.48</u>
<u>-</u>			<u> </u>	<u> </u>
<u>-</u>			<u> </u>	<u> </u>