



ATIGER INTERNATIONAL COMPANY

NORTH AMERICAN CAR CORPORATION

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

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Secretary:

I have enclosed several originals of the document described below, to be recorded pursuant to Section 11303 of title 49 of the U.S. Code.

This document is a Supplemental Trust Agreement, a secondary document, dated as of November 11, 1982.

The primary document to which this document is connected is recorded under recordation no. 10320.

*this one
is
10320-J*

The names and addresses of the parties are:

Obligor: North American Car Corporation
33 West Monroe Street
Chicago, Illinois 60603

Trustee: The Bank of New York, as Trustee
21 West Street
New York, New York 10015

The Equipment covered by the document is described therein.

A fee of \$10.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to the messenger delivering this letter.

A short summary of the document to appear in the index follows:

Restatement of all Equipment
Supplemental Trust Agreement to an Equipment Trust Agreement with Recordation No. 10320, dated as of November 11, 1982, between North American Car Corporation, and The Bank of New York, as Trustee, restating the equipment covered in said Equipment Trust Agreement.

November 19, 1982

2-327A109

RECORDATION NO. 10320-5
NOV 23 1982 - 3 05 PM
INTERSTATE COMMERCE COMMISSION

No.
Date NOV 23 1982
Fee \$ 10.00

ICC Washington, D. C.

RECEIVED
NOV 23 2 54 PM '82
109
OFF. OF RECORDATION

Very truly yours,

James M. Gillespie
James M. Gillespie

JMG:bmt
Enclosures

10320-5
RECORDATION NO. 10320-5
FILING DATE

NOV 23 1982 - 3 05 PM

INTERSTATE COMMERCE COMMISSION

SUPPLEMENTAL TRUST AGREEMENT

Dated as of November 11, 1982

THIS SUPPLEMENTAL TRUST AGREEMENT dated as of November 11, 1982, between NORTH AMERICAN CAR CORPORATION (the "Company") and THE BANK OF NEW YORK, as Trustee (the "Trustee");

W I T N E S S E T H :

WHEREAS the Company has heretofore executed and delivered to the Trustee an Equipment Trust Agreement dated as of March 1, 1979 (the "Trust Agreement"), providing for the issue of its 10-1/4% Equipment Trust Certificates, First 1979 Series due April 1, 1999 (the "Trust Certificates"), in the aggregate principal amount of \$30,000,000, a true copy of which Trust Agreement is, if the Trustee so directs, annexed hereto as Appendix B, the terms and provisions of which Trust Agreement are incorporated by reference herein, and the definitions provided in said Trust Agreement are hereby extended to apply to all capitalized terms used herein and not otherwise herein defined; and

WHEREAS the Company desires to effect a substitution under the Trust Agreement for certain of the Trust Equipment which has become worn out, sold, unsuitable for use, lost or destroyed; and

WHEREAS the parties hereto desire to amend Attachment A to the Trust Agreement so as to give effect to such substitution;

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:

Attachment A to the Trust Agreement is hereby amended in its entirety to be and read as set forth in Appendix A hereto.

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

Except for the amendment of Attachment A as provided herein, 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. This Supplemental 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.

Except for the amendment of Attachment A as provided herein, this Supplemental Trust Agreement shall not supersede, displace or invalidate any prior recordation of the Trust Agreement under any laws of any province of Canada. The Company is hereby appointed the agent of the Trustee for the purpose of taking delivery of any Equipment being delivered in substitution for Equipment, cash, or letters of credit being released in connection herewith.

The Company hereby waives and releases all its rights, benefits, and protection given it by Sections 23 through 28 (both inclusive) of the Chattel Mortgage Act of the Province of British Columbia, and amendments thereto, and by Sections 19 through 24 (both inclusive) of the Sale of Goods on Condition Act of the Province of British Columbia, and amendments thereto.

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

NORTH AMERICAN CAR CORPORATION

By *Paul M. O'Hara*
Vice President

ATTEST:

[Signature]
Assistant Secretary

THE BANK OF NEW YORK, as Trustee

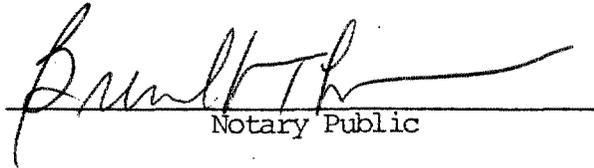
By *R.W. Glendon*
Its ASSISTANT VICE PRESIDENT

ATTEST:

[Signature]
Its ASSISTANT SECRETARY

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this 11th day of November, 1982, before me personally appeared Paul M. O'Hara, 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 November 11, 1982, signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

My Commission Expires July 21, 1985

STATE OF NEW YORK)
) SS.
COUNTY OF NEW YORK)

On this 18th day of November, 1982, before me personally appeared A. W. Aslanian, to me personally known, who, being by me duly sworn, says that he is ASSISTANT VICE PRESIDENT of THE BANK OF NEW YORK, that one of the seals affixed to the foregoing instrument is the seal of said corporation and that said instrument was on November 18, 1982, signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

My Commission Expires:

3/30/84

WILLIAM J. MC GANN
Notary Public, State of New York
No. 247283025
Qualified in Kings County
Cert. Filed in New York County
Commission Expires March 30, 1984

NORTH AMERICAN CAR CORPORATION
EQUIPMENT TRUST
FIRST 1979 SERIES

QUANT.	SERIAL #	CAR INTL	RUNNING #	CAR TYPE	MECH DESN	AAR CODE	TRUCK CAPACITY	DESCRIPTION
28	017050	AESX	008940	TANK	LI	T104	TON	DOT SPEC. DOT11A100M3
7	017078	AESX	008968	TANK	LI	T104	TON	DOT SPEC. DOT11A100M3
26	017364	NATX	017364	TANK	T	T055	TON	DOT SPEC. DOT11A100M3
5	036175	NAHX	036175	HOPPER	LO	L253	TON	
1	036180	NAHX	036180	HOPPER	LO	L153	TON	
13	036181	NAHX	036181	HOPPER	LO	L253	TON	
1	036194	NAHX	036194	HOPPER	LO	L153	TON	
10	036196	NAHX	036205	HOPPER	LO	L253	TON	3,000 CUBIC FEET
1	036206	NAHX	036206	HOPPER	LO	L151	TON	
19	036207	LUN	036207	HOPPER	LO	L253	TON	
2	036226	LUN	036226	HOPPER	LO	L153	TON	
28	036228	LUN	036228	HOPPER	LO	L253	TON	
1	036256	LUN	036256	HOPPER	LO	L453	TON	
3	059151	NAHX	059151	HOPPER	LO	L254	TON	6,000 CUBIC FEET
16	059155	NAHX	059170	HOPPER	LO	L254	TON	6,000 CUBIC FEET
10	059171	NAHX	059180	HOPPER	LO	L154	TON	6,000 CUBIC FEET
10	059281	NAHX	059290	HOPPER	LO	L154	TON	6,000 CUBIC FEET
7	059325	NAHX	059331	HOPPER	LO	L154	TON	6,000 CUBIC FEET
2	059332	NAHX	059333	HOPPER	LO	L254	TON	6,000 CUBIC FEET
10	059351	NAHX	059360	HOPPER	LO	L254	TON	6,000 CUBIC FEET
1	072565	NATX	072565	TANK	TMI	T105	TON	21,000 GALLON CAPACITY
25	072575	NATX	072599	TANK	TMI	T105	TON	21,000 GALLON CAPACITY
2	073646	NATX	073646	TANK	TM	T105	TON	21,000 GALLON CAPACITY
30	077156	NATX	077185	TANK	T	T106	TON	24,000 GALLON CAPACITY
12	093933	NAHX	093944	HOPPER	LO	L651	TON	3,000 CUBIC FEET
2	093948	NAHX	093949	HOPPER	LO	L651	TON	3,000 CUBIC FEET
1	093970	NAHX	093970	HOPPER	LO	L651	TON	3,000 CUBIC FEET
15	093975	NAHX	093989	HOPPER	LO	L651	TON	3,000 CUBIC FEET
3	390098	NAHX	390100	HOPPER	LO	L652	TON	4,000 CUBIC FEET
2	390102	NAHX	390103	HOPPER	LO	L652	TON	4,000 CUBIC FEET
3	390125	NAHX	390127	HOPPER	LO	L652	TON	4,000 CUBIC FEET
10	390130	NAHX	390139	HOPPER	LO	L652	TON	4,000 CUBIC FEET
2	390147	NAHX	390148	HOPPER	LO	L652	TON	4,000 CUBIC FEET
13	390172	NAHX	390184	HOPPER	LO	L752	TON	4,000 CUBIC FEET
37	465214	NAHX	465250	HOPPER	LO	L153	TON	5,000 CUBIC FEET
4	465300	NAHX	465303	HOPPER	LO	L153	TON	5,000 CUBIC FEET
33	465304	PTEX	465336	HOPPER	LO	L153	TON	5,000 CUBIC FEET
56	465337	NAHX	465392	HOPPER	LO	L153	TON	5,000 CUBIC FEET
7	465393	NCHX	465399	HOPPER	LO	L153	TON	5,000 CUBIC FEET
40	465400	NAHX	465439	HOPPER	LO	L153	TON	5,000 CUBIC FEET
7	465440	CPI	389450	HOPPER	LO	L153	TON	5,000 CUBIC FEET
6	465448	CPI	389458	HOPPER	LO	L153	TON	5,000 CUBIC FEET
1	465455	CPI	389465	HOPPER	LO	L153	TON	5,000 CUBIC FEET

NORTH AMERICAN CAR CORPORATION
EQUIPMENT TRUST
FIRST 1979 SERIES

QUANT.	SERIAL #	CAR	RUNNING #	CAR	MECH AAR	TRUCK	DESCRIPTION
	FROM TO	INIT	FROM TO	TYPE	DESN CODE	CAPACITY	
7	465467 465463	CPI	389467 389473	HOPPER	LO - L153	TON	5,000 CUBIC FEET
11	465477 465487	CPI	389487 389497	HOPPER	LO L153	TON	5,000 CUBIC FEET
4	465499 465492	CPI	389504 389502	HOPPER	LO L153	TON	5,000 CUBIC FEET
6	465494 465499	CPI	389504 389509	HOPPER	LO L153	TON	5,000 CUBIC FEET
21	480100 480120	NAHX	480120 480120	HOPPER	LO L153	TON	5,000 CUBIC FEET
29	480121 480149	HVRC	009121 009149	HOPPER	LO L153	TON	5,000 CUBIC FEET
50	480150 480199	ESHR	480150 480199	HOPPER	LO L153	TON	5,000 CUBIC FEET
5	480770 480774	ALM	480770 480774	HOPPER	LO L153	TON	5,000 CUBIC FEET
5	480795 480799	NAHX	480795 480799	HOPPER	LO L153	TON	5,000 CUBIC FEET
2	480803 480804	NAHX	480803 480804	HOPPER	LO L153	TON	5,000 CUBIC FEET
10	480815 480824	NAHX	480815 480824	HOPPER	LO L153	TON	5,000 CUBIC FEET
48	481152 481199	NAHX	481152 481199	HOPPER	LO L153	TON	5,000 CUBIC FEET
5	485276 485280	NAHX	485276 485280	HOPPER	LO L153	TON	5,000 CUBIC FEET
8	485566 485573	NAHX	485566 485573	HOPPER	LO L153	TON	5,000 CUBIC FEET
123	487446 487568	NCIR	487446 487568	HOPPER	LO L153	TON	5,000 CUBIC FEET

857