

2-119A061 New No.

Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

APR 29 1982
Date
Fee \$ 50.00

50

RECORDATION NO. 13631 Filed 1425

Dear Mr. Mergenovich:

ICC Washington, D. C.

APR 29 1982 - 1 10 PM

Enclosed for recordation under the provisions of Section 11303(a) of Title 49 of the U.S. Code are the original and six reproduction counterparts of a Lease Agreement dated as of September 30, 1981 and four original and three reproduction counterparts of a Lease Amendment and Assignment dated as of December 1, 1981 relating thereto. The Lease Agreement is a primary document and the Lease Amendment and Assignment is a secondary document relating thereto.

RECORDATION NO. 13631/A Filed 1425

A general description of the railroad cars covered by the enclosed documents and intended for use related to interstate commerce is set forth in Exhibit A attached to this letter and made a part hereof.

APR 29 1982 - 1 10 PM
INTERSTATE COMMERCE COMMISSION

The names and addresses of the parties to the Lease Agreement are as follows:

Lessor:	Emons Industries, Inc. 490 East Market Street York, Pennsylvania 17403
Lessee:	North American Car Corporation 33 West Monroe Street Suite 2400 Chicago, Illinois 60603

The names and addresses of the parties to the Lease Amendment and Assignment are as follows:

Assignor and Lessor:	Emons Industries, Inc. 490 East Market Street York, Pennsylvania 17403
Assignees:	EMCOA, INC. c/o Emons Industries, Inc. 327 South LaSalle Street Suite 1000 Chicago, Illinois 60604
	EMCOB, INC. c/o Emons Industries, Inc. 327 South LaSalle Street Suite 1000 Chicago, Illinois 60604
Lessee:	North American Car Corporation 33 West Monroe Street Suite 2400 Chicago, Illinois 60603

FEE OPERATION BR.

APR 29 1 05 PM '82

RECEIVED

C. J. Koppeler

The undersigned is the Lessor mentioned in each of the enclosed documents and has knowledge of the matters set forth therein.

Please return the six reproduction counterparts of the Lease Agreement and three original and three reproduction counterparts of the Lease Amendment and Assignment to Larry Elkins, Esq., Chapman and Cutler, 111 West Monroe Street, Chicago, Illinois 60603.

Also enclosed is a check in the amount of \$50.00 covering the required recording fee.

A short summary of the enclosed primary and secondary documents to appear in the Index as follows:

Lease Agreement between Emons, Industries, Inc., as Lessor, 490 East Market Street, York, Pennsylvania 17403, and North American Car Corporation, as Lessee, 33 West Monroe Street, Suite 2400, Chicago, Illinois 60603, covering 450 50', 70-ton XP Boxcars.

Lease Amendment and Assignment among Emons, Industries, Inc., as Lessor and Assignor, 490 East Market Street, York, Pennsylvania 17403, EMCOA, INC., as Assignee, c/o Emons Industries, Inc., 327 South LaSalle Street, Suite 1000, Chicago, Illinois 60604, EMCOB, INC., as Assignee, c/o Emons Industries, Inc., 327 South LaSalle Street, Suite 1000, Chicago, Illinois 60604, and North American Car Corporation, as Lessee, 33 West Monroe Street, Suite 2400, Chicago, Illinois 60603, covering ~~475~~ 450 50'6", 70-ton Boxcars.

Very truly yours,

EMONS INDUSTRIES, INC.

By Charles T. Kessler
Its Agent

LESSOR AS AFORESAID

13631/A
RECORDATION NO. Filed 1425

APR 29 1982 - 1 10 PM

INTERSTATE COMMERCE COMMISSION

Matter Nos. 34934-0 and 35055-3

LEASE AMENDMENT AND ASSIGNMENT

Dated as of December 1, 1981

Among

EMONS INDUSTRIES, INC.,

EMCOA, INC.,

EMCOB, INC.

And

NORTH AMERICAN CAR CORPORATION

(Emons Nos. 81-1 and 81-2)
(125 Boxcars)

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Attachments to Lease Amendment and Assignment:

- Annex 1 - Description of 325 Boxcars
- Annex 2 - Description of 75 Boxcars
- Annex 3 - Description of 50 Boxcars
- Annex 4 - Equipment Acquisition Indebtedness

LEASE AMENDMENT AND ASSIGNMENT

Lease Amendment and Assignment, dated as of December 1, 1981, among EMONS INDUSTRIES, INC. ("Emons Industries"), EMCOA, INC. ("EMCOA"), EMCOB, INC. ("EMCOB") and NORTH AMERICAN CAR CORPORATION ("NAC");

WHEREAS, Emons Industries and NAC have entered into a Lease Agreement dated as of September 30, 1981 (the "Original Lease") providing for the lease by Emons Industries to NAC of 450 boxcars more fully described in Schedule A attached to the Original Lease;

WHEREAS, Emons Industries now desires to fulfill its obligations under the Original Lease by dividing the Original Lease into three separate Lease Agreements (collectively, the "Separate Leases"), with one Lease Agreement to continue between Emons Industries and NAC covering 325 boxcars described in Annex 1 hereto and with the other two Leases to be between two wholly-owned subsidiaries of Emons Industries, and NAC, one such Lease Agreement covering the 75 boxcars described in Annex 2 hereto with EMCOB and the other such Lease covering the 50 boxcars described in Annex 3 hereto with EMCOA;

WHEREAS, EMCOA and EMCOB each proposes to acquire the boxcars to be leased by it by entering into separate Conditional Sale Agreements, each dated as of December 1, 1981 (the "Conditional Sale Agreements"), in the case of EMCOB with Jefferson Standard Life Insurance Company ("Jefferson Standard") covering the 75 boxcars described in Annex 2 hereto and in the case of EMCOA with The Life Insurance Company of Virginia ("Life of Virginia") covering the 50 boxcars described in Annex 3 hereto;

WHEREAS, EMCOB will assign to Jefferson Standard its interest in its separate Lease Agreement covering said 75 boxcar group as collateral security for the indebtedness incurred in connection with the acquisition of such cars and EMCOA will assign to Life of Virginia its interest in its separate Lease Agreement covering said 50 boxcar group as collateral security for the indebtedness incurred in connection with the acquisition of said cars;

WHEREAS, both EMCOA and EMCOB desire to provide for the collection of rentals and other sums payable under said separate Lease Agreements by a bank trustee under separate trusts providing for the collection and disbursement thereof;

WHEREAS, NAC is willing to evidence its agreement to amend the Original Lease so as to create three separate Lease Agreements, one being with Emons Industries, as lessor, for the 325 boxcars described in Annex 1 hereto and the other two being with wholly-owned subsidiaries of Emons Industries, as lessor, one with EMCOB covering the 75 boxcars described in Annex 2 hereto

and the other with EMCOA covering the 50 boxcars described in Annex 3 hereto;

WHEREAS, the rentals payable by NAC under the Original Lease were determined by reference to rentals payable by Canadian Pacific Limited ("Canadian Pacific") under a Lease Agreement dated as of August 5, 1981 (the "CP Lease") between NAC and Canadian Pacific covering the entire 450 car group and, accordingly, it becomes necessary herein to provide for a method of proration of said rentals received under said Lease Agreement with Canadian Pacific so as to determine what portion of said rentals are to be allocated to and payable under each of the three separate Lease Agreements created hereby;

WHEREAS, NAC is willing to evidence its agreement to the separate assignments of the rentals and other sums payable under Emons Industries; EMCOA's and EMCOB's separate Lease Agreements as collateral security for their respective obligations set forth in Annex 4 hereto and to make direct payments in accordance with the provisions of Sections 3 and 4 hereof and written instructions delivered pursuant thereto;

WHEREAS, Emons Industries, EMCOA, EMCOB and NAC all desire to provide for such other amendments to the Original Lease (with the result that all such amendments shall be applicable to each of the three separate Lease Agreements created hereby) as are more fully provided for herein;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto agree as follows:

Section 1. Severance of Original Lease into Three Separate Lease Agreements. It is hereby agreed that the Original Lease shall, from and after the execution and delivery hereof, be deemed to constitute and be divided into three separate Lease Agreements each containing the terms and provisions as originally set forth therein and as amended hereby, one Lease Agreement ("Separate Lease No. 1") being between Emons Industries, as lessor, and NAC, as lessee, covering the 325 boxcars described in Annex 1 hereto, another Lease Agreement ("Separate Lease No. 2") being between EMCOB, as lessor, and NAC, as lessee, covering the 75 cars described in Annex 2 hereto and the other Lease Agreement ("Separate Lease No. 3") being between EMCOA, as lessor, and NAC, as lessee, covering the 50 cars described in Annex 3 hereto, it being understood and agreed by all parties hereto that all such boxcars together shall constitute the 450 boxcar group which NAC will lease to Canadian Pacific under the CP Lease.

Section 2. Additional Definitions. In addition to the words and terms otherwise defined in this Amendment, the following terms shall have the following meanings when used herein:

"CP Rental Revenues" for any period shall mean all revenues received by NAC in the form of rent payments pursuant to

the CP Lease with respect to such period. CP Rental Revenues shall not include any amounts received by NAC pursuant to the CP Lease which represent indemnification payments or payments made by CP or others as settlements for any damages to or destruction of any boxcar subject to the CP Lease.

"Expenses" for any period shall mean all costs, expenses, taxes, assessments or liabilities which arose during such period and are payable by Emons Industries, EMCOA or EMCOB pursuant to Section 5 of the Original Lease, as amended hereby, or were otherwise incurred during such period by Emons Industries, EMCOA or EMCOB in connection with either the use, maintenance, repair, replacement or reconstruction of any boxcar subject to the CP Lease or the enforcement by Emons Industries, EMCOA or EMCOB of their respective rights under the Original Lease, as amended hereby, or NAC's rights under the CP Lease.

"Net CP Rental Revenues" for any period shall mean all CP Rental Revenues for such period less all Expenses which arose during such period (for which invoices have been submitted, whether paid or unpaid as of the date of determination).

"Distributable CP Rental Revenues" for any period shall mean all CP Rental Revenues for such period less an amount equal to 2% of Net CP Rental Revenues for such period.

"Mileage Rate" and "Hourly Rate" shall mean, respectively, the mileage and hourly car hire rates then in effect and applicable to an Equipped Box, as published in Appendix R to Circular OT-10 of the Official Railway Equipment Register, as such Appendix may hereafter from time to time be revised or amended (or in any other publication hereafter used to promulgate Car Hire Rate Tables applicable to railroad cars).

"Mileage Rate Proration Factor" with respect to each Separate Lease shall mean a fraction:

(i) the numerator of which shall be the product derived by multiplying the number of boxcars which, at the time of determination, are subject to such Separate Lease by the numerical average of the various Mileage Rates then applicable to the boxcars then subject to such Separate Lease; and

(ii) the denominator of which shall be the product derived by multiplying the total number of boxcars then subject to the three Separate Leases by the numerical average of the various Mileage Rates of all boxcars then subject to the three Separate Leases.

"Hourly Rate Proration Factor" with respect to any Separate Lease shall mean a fraction:

(i) the numerator of which shall be the product derived by multiplying the number of boxcars which, at the time of such determination, are subject to such Separate Lease by the

numerical average of the various Hourly Rates then applicable to such boxcars; and

(ii) the denominator of which shall be the product derived by multiplying the total number of boxcars then subject to the three Separate Leases by the numerical average of the various Hourly Rates of all boxcars then subject to the three Separate Leases.

The "Prorated Hourly Car Hire Amount" payable at any time with respect to any Separate Lease shall be determined by multiplying (i) the portion of Distributable CP Rental Revenues which is then held by NAC and which represents hourly (or incentive) car hire fees earned by the boxcars then subject to the three Separate Leases by (ii) the Hourly Rate Proration Factor then applicable to such specific Separate Lease.

The "Prorated Mileage Amount" payable at any time with respect to any Separate Lease shall be determined by multiplying (i) the portion of Distributable CP Rental Revenues which is then held by NAC and which represents mileage fees earned by the boxcars then subject to the three Separate Leases, by (ii) the Mileage Proration Factor then applicable to such specific Separate Lease.

Section 3. Rentals. (a) Within ten (10) business days of receipt by NAC of CP Rental Revenues for any period, NAC shall pay as rent hereunder, all Distributable CP Rental Revenues for such period in accordance with the prorationing provisions set forth in Section 3(b) below.

(b) Except as otherwise provided in Section 5(b) below, Distributable CP Rental Revenues shall be paid by NAC in the following manner:

(i) NAC shall pay to such bank or trust company (the "Life of Virginia Trustee") located in Chicago, Illinois as Life of Virginia shall designate in writing to NAC not less than 10 days prior to any such distribution a portion of such revenues equal to the sum of the Prorated Hourly Car Hire Amount and the Prorated Mileage Amount applicable to Separate Lease No. 3;

(ii) NAC shall pay to such bank or trust company (the "Jefferson Standard Trustee") located in Chicago, Illinois as Jefferson Standard shall designate in writing to NAC not less than 10 days prior to any such distribution a portion of such revenues equal to the sum of the Prorated Hourly Car Hire Amount and the Prorated Mileage Amount applicable to Separate Lease No. 2; and

(iii) NAC shall pay to Emons Industries a portion of such revenues equal to the sum of the Prorated Hourly Car Hire Amount and the Prorated Mileage Amount applicable to Separate Lease No. 1.

(c) Emons Industries, from time to time but not less frequently than semi-annually, shall deliver to NAC a written

notice setting forth the Mileage Rate Proration Factor and the Hourly Rate Proration Factor applicable to each of the Separate Leases, with copies thereof to Jefferson Standard and Life of Virginia in accordance with the provisions for notice thereto as provided in their respective Conditional Sale Agreements. NAC shall be entitled to rely on the information set forth in each such notice in making the prorated rent payments required by Section 2(b) above, and NAC shall not be liable for any misapplication of funds resulting from any inaccuracy of such information.

(d) NAC shall be entitled to retain from CP Rental Revenues for any period an amount equal to 2% of Net CP Rental Revenues for such period.

Section 4. Settlement Payments. Within ten (10) business days after receipt by NAC of any funds which represent payments made by CP or others as settlements for any damage to or loss or destruction of any boxcar subject to any of the Separate Leases, NAC shall transmit such funds in the following manner:

(i) in the case of settlement payments relating to boxcars subject to Separate Lease No. 1, to Emons Industries;

(ii) in the case of settlement payments relating to boxcars subject to Separate Lease No. 2, to the Jefferson Standard trustee; and

(iii) in the case of settlement payments relating to boxcars subject to Separate Lease No. 3, to the Life of Virginia trustee.

Section 5. Maintenance. (a) Any maintenance, repair or improvement required to be made by NAC under the CP Lease shall be paid (or shall be reimbursed to NAC if NAC makes payment) by:

(i) Emons Industries, in the case of maintenance, repairs or improvements relating to boxcars subject to Separate Lease No. 1;

(ii) EMCOB, in the case of maintenance, repairs or improvements relating to boxcars subject to Separate Lease No. 2; or

(iii) EMCOA, in the case of maintenance, repairs or improvements relating to boxcars subject to Separate Lease No. 3;

provided, however, that in the case of any maintenance, repair or improvement costs which cannot, with reasonable certainty, be attributed to a specific boxcar, the liability for such cost shall be shared by Emons Industries, EMCOB and EMCOA in proportionate amounts bearing the same relation to the total amount of such cost as the number of boxcars in the Separate Lease as to which each is lessor bears to the total number of boxcars subject to all three Separate Leases.

(b) NAC shall be authorized to pay out of CP Rental Revenues (i) all proper invoices submitted to it with respect to

running repairs regarding boxcars subject to the Separate Leases, and (ii) upon written instructions from Emons Industries, any other costs for maintenance, repairs or improvements regarding boxcars subject to the Separate Leases. Any amount paid by NAC pursuant to this Section 5(b) with respect to any boxcar subject to the Separate Leases shall be deducted from the proportionate share of Distributable CP Rental Revenues which would have been payable pursuant to Section 3(b) above as rent with respect to the specific Separate Lease to which such boxcar is subject.

Section 6. Assignments. All right, title and interest of Emons Industries in and to the Original Lease, as the same is related to the boxcars described in Annex 2 hereto, is hereby assigned to EMCOB, and as the same is related to the boxcars described in Annex 3 hereto is hereby assigned to EMCOA, and NAC hereby consents and agrees to such assignment. NAC further consents and agrees that Emons Industries, EMCOA and EMCOB may separately assign their respective right, title and interest in and to the respective Separate Lease as to which each is lessor, as collateral security for indebtedness incurred by them in connection with their acquisition of such boxcars or any portion thereof or, in the case of Emons Industries, the indebtedness set forth in Annex 4 hereto and NAC will, upon receipt of written direction from EMCOA or EMCOB, as the case may be, pay all rentals and other sums when due under such separate Lease Agreements by its good, sufficient and collectible check drawn on Chicago Clearing House funds payable to a designated bank trustee or other assignee, the amount of rental under each such Lease Agreement to be determined in accordance with the method of proration provided in Section 3 hereof.

Section 7. Subordination. NAC hereby agrees that Separate Lease No. 2 is subject to, and NAC's rights thereunder in respect of cars subject to such Separate Lease, are subordinate in all respects to, the Conditional Sale Agreement with Jefferson Standard covering said cars and the rights and remedies of Jefferson Standard contained therein. NAC hereby agrees that Separate Lease No. 3 is subject to, and NAC's rights thereunder in respect of cars subject to such Separate Lease, are subordinate in all respects to, the Conditional Sale Agreement with Life of Virginia covering said cars and the rights and remedies of Life of Virginia contained therein. NAC hereby agrees that Separate Lease No. 1 is subject to, and NAC's rights thereunder in respect to cars subject to such Lease are subordinate in all respects to, the rights and remedies of the parties named in Part I of Annex 4 hereto pursuant to the agreements listed in Part I of Annex 4 hereto entered into in connection with the acquisition of the cars subject to such lease.

Section 8. Confirmation of Original Lease. Except to the extent hereby amended, the Original Lease is in all respects ratified, confirmed and approved so that each of the three separate Lease Agreements with respect to the separate groups of cars described in Annexes 1, 2 and 3 hereto shall read as provided in the Original Lease, subject only to the amendments provided herein.

Section 9. Counterparts. This Lease Amendment and Assignment may be executed, acknowledged and delivered in any number of counterparts, each such counterpart constituting an original but altogether only one Lease Amendment and Assignment.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Amendment and Assignment to be executed and delivered as of the 1st day of December, 1981.

EMONS INDUSTRIES, INC.

By John H. Ouel
Its VP

(CORPORATE SEAL)

Attest:

Edyca Sawatnowic
asst. Secy.

EMCOA, INC.

By John H. Ouel
Its VP

(CORPORATE SEAL)

Attest:

Michael W. Farn
Asst Secy

EMCOB, INC.

By John H. Ouel
Its VP

(CORPORATE SEAL)

Attest:

Michael W. Farn
Asst Secy

NORTH AMERICAN CAR CORPORATION

By J. F. Compton
Its Vice President

(CORPORATE SEAL)

Attest:

[Signature]
Asst. Secy.

DESCRIPTION OF 325 BOXCARS

50'6" 70-ton boxcars bearing car marks and numbers:

CPAA 204300 through 204613, both inclusive

CPAA 204739 through 204749, both inclusive

ANNEX 1

(to Lease Amendment and Assignment)

DESCRIPTION OF 75 BOXCARS

50'6" 70-ton boxcars bearing car marks and numbers:

CPAA 204614 through 204688, both inclusive

DESCRIPTION OF 50 BOXCARS

50'6" 70-ton boxcars bearing car marks and numbers:

CPAA 204689 through 204738, both inclusive

EQUIPMENT ACQUISITION INDEBTEDNESS

I. With respect to Cars subject to Separate Lease No. 1:

See Attachment

II. With respect to Cars subject to Separate Lease No. 2:

Conditional Sale Indebtedness under Conditional Sale Agreement dated as of December 1, 1981 between EMCOB, INC. and Jefferson Standard Life Insurance Company

III. With respect to Cars subject to Separate Lease No. 3:

Conditional Sale Indebtedness under Conditional Sale Agreement dated as of December 1, 1981 between EMCOA, INC. and The Life Insurance Company of Virginia

A. Agreements entered into in connection with the acquisition of the cars subject to Separate Lease No. 1

- 1) Equipment Lease No. 9 dated July 7, 1977 between UTC Equipment Corporation and the Maryland and Pennsylvania Railroad Company (the "M & P")
- ②) Equipment Lease dated July 8, 1976 between Equilease Corporation and the M & P
- 3) Equipment Lease Agreement dated March 16, 1976 between BT Leasing Services Inc. and the M & P
- 4) Equipment Lease between BT Leasing Services Inc. and the M & P
- 5) Equipment Lease dated April 15, 1977 between BT Equipment Leasing Inc. and the M & P
- 6) Equipment Lease dated March 7, 1978 between BT Equipment Leasing Inc and the M & P
- 7) Conditional Sale Agreement dated as of January 1, 1979 between Berwick Forge & Fabricating, a division of Whittaker Corporation, and the M & P, assigned by Berwick to Chemical Bank as of January 1, 1979

B. Indebtedness of Emons Industries for which Separate Lease No. 1 serves as collateral security:

- 1) Guarantee of Emons Industries dated August 1, 1977 regarding M & P's obligations under Lease A. 1) above
- 2) Guarantee of Emons Industries dated July 8, 1978 regarding M & P's obligations under Lease A. 2) above
- 3) Guarantee of Emons Industries dated May 1, 1976 regarding M & P's obligations under Lease A. 3) above
- 4) Guarantee of Emons Industries dated October 28, 1976 regarding M & P's obligations under Lease A. 4) above
- 5) Guarantee of Emons Industries dated May 2, 1977 regarding M & P's obligations under Lease A. 5) above
- 6) Guarantee of Emons Industries dated April 17, 1978 regarding M & P's obligations under Lease A. 6) above
- 7) Guarantee Agreement dated as of January 1, 1979 among Emons Industries, Emons Leasing Co., Inc., Emons Railcar Corp. and Chemical Bank regarding Conditional Sale Agreement A. 7) above

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 30th day of December, 1981, before me personally appeared John H. Rubel, to me personally known, who being by me duly sworn, says that he is a Vice President of EMONS INDUSTRIES, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was 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.

Teresa A. Schultz
Notary Public

(SEAL)

My Commission Expires:

NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES MAY 16 1983
ISSUED THRU ILLINOIS NOTARY ASSOC.

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 30th day of December, 1981, before me personally appeared John H. Rubel, to me personally known, who being by me duly sworn, says that he is a Vice President of EMCOA, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was 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.

Teresa A. Schultz
Notary Public

(SEAL)

My Commission Expires:

NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES MAY 16 1983
ISSUED THRU ILLINOIS NOTARY ASSOC.

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 30th day of December, 1981, before me personally appeared John H. Rubel, to me personally known, who being by me duly sworn, says that he is a Vice President of EMCOB, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was 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.

Debra A. Schultz
Notary Public

(SEAL)

My Commission Expires: NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES MAY 16 1983
ISSUED THRU ILLINOIS NOTARY ASSOC.

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 8th day of FEBRUARY, 1982, before me personally appeared JAMES F. COMPTON, to me personally known, who being by me duly sworn, says that he is a Vice President of NORTH AMERICAN CAR CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was 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.

Debra A. Kelly
Notary Public

(SEAL)

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