

WILMER, CUTLER & PICKERING

1666 K STREET, N. W.

WASHINGTON, D. C. 20006

CABLE ADDRESS: WICRING WASH., D. C.

INTERNATIONAL TELEX: 440-239

TELEX: 89-2402

TELEPHONE 202 872-6000

ALLEN H. HARRISON, JR.

DIRECT LINE (202)

872-6093

3-089A140

MAR 30 1983

50.00

EUROPEAN OFFICE

1 COLLEGE HILL

LONDON, EC4R 2RA, ENGLAND

TELEPHONE 01-236-2401

TELEX: 851 883242

CABLE ADDRESS: WICRING LONDON

13993/A
RECORDATION P3
MAR 30 1983 -2 32 Pm
FEDERAL COMMERCE COMMISSION

13992
RECORDATION P3
MAR 30 1983 -2 32 Pm
FEDERAL COMMERCE COMMISSION

March 30, 1983

Dear Madam Secretary:

On behalf of and as attorney for North American Car Corporation, I submit for filing and recording under 49 U.S.C. § 11303(a), and regulations promulgated thereunder, the enclosed nine executed counterparts of a document entitled "Equipment Mortgage and Assignment of Leases," a primary document, and ten executed counterparts of a related document entitled "Assignment of Note and Equipment Mortgage and Assignment of Leases." These documents represent a new filing.

The above-mentioned Equipment Mortgage and Assignment of Leases is a mortgage document issued in connection with a transaction between the parties mentioned below.

North American Car (Canada) Limited - Mortgagor
("Borrower")
33 West Monroe
Chicago, Illinois 60603

North American Car Corporation - Mortgagee
("Company")
33 West Monroe
Chicago, Illinois 60603

The equipment covered by the document and the summary to appear in the Index is as follows:

"260 Class LO, 100 Ton, 4550 Cu.Ft. Hopper Cars, Serial Nos. 455829-455900 and 455902-456089."

Allen H. Harrison
Handwritten signature

MAR 30 2 50 PM '83
RECORDATION DR.

The aforesaid Assignment of Note and Equipment Mortgage and Assignment of Leases is an assignment of rights in the above Equipment Mortgage and Assignment of Leases document from North American Car Corporation to Union Bank of Switzerland. The parties to the above-mentioned assignment document are:

North American Car Corporation - Assignor
33 West Monroe
Chicago, Illinois 60603

Union Bank of Switzerland - Assignee
444 South Flower Street
Los Angeles, California 90071

The summary of this assignment document to appear in the Index is as follows:

"Assigns interest in above Equipment Mortgage and Assignment of Leases."

Enclosed is a check of this firm in the amount of \$50 (Fifty Dollars) to pay the recordation fee for this filing.

Once the filing has been made, please return to bearer the stamped executed counterparts of each of the two documents not needed for your file. Also please return to bearer the fee receipt, the letter from the Interstate Commerce Commission acknowledging the filing of the two documents, and the two extra copies of this letter of transmittal, stamped to indicate the filing and recording of the two documents.

Very truly yours,



Allen H. Harrison, Jr.
Attorney for
North American Car Corporation

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

Enclosures

AHH/iw

BY HAND

Interstate Commerce Commission
Washington, D.C. 20423

3/30/83

OFFICE OF THE SECRETARY

Allen H. Harrison, Jr., Atty.
Wilmer, Cutler & Pickering
1666 K. Street, N.W.
Washington, D.C. 20006

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 3/30/83 at 2:55pm, and assigned recordation number(s). 13993 & 13993-A

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

SE-30
(7/79)

MAR 30 1983 -2 PM

FEDERAL RESERVE COMMISSION

EQUIPMENT MORTGAGE AND ASSIGNMENT OF LEASES

THIS EQUIPMENT MORTGAGE AND ASSIGNMENT OF LEASES dated as of March 25, 1983 is executed by North American Car (Canada) Limited (the "Borrower") in favor of North American Car Corporation (the "Company") (which is hereinafter called the "Mortgage") pursuant to, and to secure the obligations of the Borrower under, that certain Demand Promissory Note, dated March 25, 1983 executed by the Borrower in favor of the Company (the "Note"), subject to the terms of which Note this Mortgage is being delivered, and a copy of which Note (if the Company so directs) is appended hereto as Attachment II hereto.

NOW, THEREFORE, in consideration of the premises and the covenants and agreements contained herein, the parties hereto agree as follows:

Section 1. Collateral.

Section 1.1 Grant of Security Interest. In order to secure the prompt payment of principal and interest of the Note and the faithful performance and observance by the Borrower of all of its covenants and agreements contained herein (the "Obligations"), the Borrower does hereby assign, pledge, mortgage, and grant a security interest unto the Company in and to the following:

- (a) Any and all railroad cars described in Attachment I hereto which is made a part hereof and incorporated herein by this reference (the "Equipment");
- (b) All proceeds (including, without limitation, insurance and indemnity payments) from the sale or loss or other disposition of the Equipment; and
- (c) Any and all leases, whether now or hereafter existing, of Equipment (the "Leases") between the Borrower as lessor and other persons as lessees (the "Lessees"), including, without limitation, (i) the right to receive all rent due thereunder, (ii) all claims for damages arising out of the breach of any Lease, (iii) the right, if any, to terminate any Lease, to perform thereunder and to compel performance of the terms thereof, (iv) the right to take possession of the Equipment, subject to the right of the Lessee and (v) all other rights, claims, causes of action, if any, which the Borrower may have against any Lessee with respect to the Leases.

All such Equipment, Leases, and rights, claims, causes of action and proceeds with respect thereto are herein collectively called "Collateral."

Section 1.2. Representations and Warranties. The Borrower represents and warrants:

(i) That it is the owner of all of the Equipment, that there are no encumbrances or liens of any kind or character against any of the Equipment (other than Leases and the lien of this Mortgage) or any Lease and that it has good right and lawful authority to assign, pledge, mortgage, and grant a security interest in the same.

(ii) That it has not assigned, pledged or mortgaged, and hereby covenants that it will not assign, pledge or mortgage, so long as this Mortgage shall remain in effect, the whole or any part of the rights or interests hereby assigned, pledged, mortgaged, and granted by it hereunder to anyone other than the Company, its successors assigns.

Section 1.3. Receipt of Rent. The Borrower shall be permitted to receive and dispose of, for its own account all monies due and to become due under the Leases and to exercise all rights and make all claims under the Leases for its own account, unless and until an Event of Default (as defined herein) has occurred and is continuing. Upon the occurrence and during the continuance of any Event of Default, such rights shall devolve upon the Company and, upon the request of the Company, the Borrower or the Company in the name of the Borrower, shall take all action necessary (including giving of notice to the Lessees) to cause all monies due from the Lessees to be paid to the Company at the address set forth in Section 4.10 hereof.

Section 1.4. Maintenance and Repair. The Borrower agrees that, at its own cost and expense it will maintain and keep all the Equipment in good order and repair in accordance with industry standards.

Section 1.5. Inspections. The Company shall have the right to inspect the Equipment and the records with respect thereto at such reasonable times as the Company may request.

Section 1.6. Marking of Equipment. The Borrower will keep and maintain or cause to be kept and maintained, plainly, distinctly, permanently and conspicuously marked on each item of Equipment suitable for marking, in letters not less than seven-sixteenths of an inch in height.

"OWNERSHIP SUBJECT TO AN EQUIPMENT TRUST OR SECURITY AGREEMENT AND/OR VESTED IN A TRUSTEE OR OTHER PERSON OR ENTITY AS SET FORTH IN A BAILMENT AGREEMENT OR LEASE FILED WITH THE INTERSTATE COMMERCE COMMISSION."

or other appropriate words stenciled on the item of Equipment with appropriate changes thereof and additions thereto as from time to time may be required by law in order to protect the Company's security interest in the Equipment and its rights hereunder. Once the Equipment is so marked, the Borrower will not permit the identifying number of any item of Equipment to be changed.

Section 1.7. Compliance with Laws and Rules. During the term of this Mortgage, the Borrower will comply and will require every Lessee or user of the Equipment to comply, with all rules, regulations, orders and laws pertaining to the use, operation or maintenance of the Equipment existing in the jurisdictions in which its or such Lessees' operations involving the Equipment may extend; provided, however, that the Borrower in good faith, may contest or cause to be contested the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of the Company, adversely affect the property or rights of the Company under this Mortgage.

Section 1.8. Possession and Use. So long as an Event of Default specified in Section 2.1 hereof shall not have occurred and be continuing, the Borrower shall be entitled to the possession and use of the Equipment, but only subject to all of the terms and conditions of this Mortgage. The Borrower may lease the Equipment to any railroad company or other corporation or entity; provided, however, that (i) the Borrower agrees to cause substantially the following language to appear in each Lease:

"It is understood that some of the cars furnished Lessee under this Agreement and the Lessor's rights under this Agreement may, at the time of delivery to Lessee or at some future time during the term of this Agreement, be subject to the terms of a Mortgage, Deed of Trust, Equipment Trust, Pledge or Assignment or similar security arrangement. Lessee agrees that the cars may be stenciled or marked to set forth the ownership of such cars in the name of any mortgagee, trustee, pledgee, assignee or security holder or successor of any thereof and that this Agreement, and Lessee's rights hereunder are and shall at all times be subject and subordinated to any and all rights of any mortgagee, trustee, pledgee, assignee or security holder or successor of any thereof. As to the cars subject hereto, this Agreement and the rentals hereunder may have been

assigned and may in the future be assigned to the holder, if any, or the superior lien from time to time on each car as determined with reference to the filings with the Interstate Commerce Commission or with such other governmental agency as may be appropriate in the jurisdiction in which such cars are operated; provided, however, until notified to the contrary by any person reasonable proving to Lessee's satisfaction that he is the assignee of this Agreement, or the rentals hereunder, the Lessee is to pay all rentals to the order of the Lessor. Lessee hereby consents to and accepts such assignment."

and (ii) the Borrower agrees to mark each executed counterpart of each Lease held by it with the following:

"This lease has been assigned to the holder of the superior lien from time to time on each car as determined with reference to the filings with the Interstate Commerce Commission."

Section 1.9. Liens. The Borrower will keep at all times all and every part of the Equipment free and clear of all liens and encumbrances whatsoever; provided, however, that the Borrower shall be under no obligation to pay any liens or encumbrances where the non-payment thereof does not, in the opinion of the Company, adversely affect the title, lien, property or rights of the Company in or to the Equipment or otherwise under this Mortgage. If any liens or encumbrances for which the Borrower is liable as aforesaid shall have been charged or levied against the Company directly and paid by the Company, the Borrower shall reimburse the Company upon presentation of an invoice therefor.

Section 1.10. Destruction of Equipment. The Borrower will bear the responsibility for and risk of and shall not be released from its Obligations hereunder in the event of any damage to or the destruction or loss of any item of Equipment or all the Equipment.

Section 2. Defaults

Section 2.1. Events of Default. The occurrence of any one or more of the following events shall constitute an Event of Default hereunder:

- (a) The Borrower shall fail to pay any amount of principal or interest under the Note when due;

- (b) The Borrower shall fail to perform any agreement under this Mortgage within thirty (30) days after notice from the Company; or
- (c) Any representation made to the Company in this Mortgage shall prove to be materially false at the time when made.

Section 3. Remedies.

Section 3.1. Remedies. Upon the occurrence and during the continuance of any Event of Default which is not cured within thirty (30) days of such occurrence, the Company may do any one or more of the following acts regarding the Collateral, or any portion thereof;

- (a) exercise all the rights and remedies in foreclosure and otherwise granted to secured parties under the provisions of applicable laws;
- (b) institute legal proceedings for the specific performance of any covenants or agreement herein undertaken by the Borrower or for aid in the execution of any power or remedy herein granted;
- (c) institute legal proceedings to foreclose upon and against the security interest granted in and by this Mortgage, to recover judgment for all amounts then due and owing as Obligations, and to collect the same out of any sale of the Collateral or of collections upon the Leases;
- (d) institute legal proceedings for the sale, under the judgment or decree of any court of competent jurisdiction, of any Collateral;
- (e) notify Lessees under the Leases in the name of the Borrower or otherwise to make Lease payments directly to the Company, or as may otherwise be directed by the Company;
- (f) demand, collect, and retain all hire, earnings and other sums due and to become due in respect of the Collateral from any party whomsoever, accounting only for the net earnings arising from such use, if any, after charging against any receipts from the use of the same and from any subsequent sale thereof all costs and expenses of and damages or losses by reason of, such use or sale; or

- (g) sell or dispose of all or any part of the Collateral, free from any and all claims of the Borrower or of any other party claiming by, through, or under the Borrower at law, in equity, or otherwise, at one or more public or private sales, in such place or places, at such time or times, and upon such terms as the Company may determine, in its sole and complete discretion and in light of its own best interests, with or without previous demand on or notice to the Borrower or advertisement of any such sale or other disposal; and for the aforesaid purposes, all notices of sale, advertisements, and demands and any right or equity of redemption otherwise required or available to the Borrower, under applicable law are hereby waived by the Borrower to the fullest extent permitted by applicable law. The power of sale hereunder shall not be exhausted by one or more sales, and the Company from time to time may adjourn any sale to be made pursuant to this Section 3.1.

Section 3.2. Sale. Any sale of Collateral may be in one lot or as an entirety or in separate lots and without the necessity of gathering at the place of sale the property to be sold, and in general in such manner as the Company may determine. The Borrower shall be given written notice of such sale not less than ten (10) days prior thereto by telex or registered mail addressed as provided in Section 4.10 hereof, which notice shall be deemed reasonable notice of the disposition of Collateral. If such sale shall be a private sale it shall be subject to the right of the Borrower to purchase or to provide a purchaser, within ten (10) days after notice of the proposed sale price, at the same price offered by the intended purchaser or a better price. The Company may bid for and become the purchaser of the Collateral, or any of it, so offered for sale. In the event that the Company shall be the purchaser thereof, it shall be not be accountable to the Borrower upon a subsequent disposition of the Collateral.

Section 3.3. Disposition of Proceeds. If, as provided in this Section 3, the Company shall exercise any of the powers conferred by this Mortgage, all payments made by the Borrower to the Company hereunder and the proceeds of any judgment collected from the Borrower by the Company hereunder, and the proceeds of every sale or lease of any of the Collateral, together with any other sums which may then be held by the Company under any of the provisions hereof, shall be applied to the payment, in the following order of priority:

- (a) To all proper charges, expenses, and costs of taking, transporting, preparing and selling the Collateral;
- (b) To the payment of the Obligations in such order as the Company shall determine; and
- (c) The remainder, if any, shall be remitted to the Borrower.

Section 4. General.

Section 4.1. Rights Cumulative. Each and every power and remedy hereby specifically given to the Company shall be in addition to every other power and remedy hereby specifically given or now or hereafter existing at law or in equity, and each and every power and remedy may be exercised from time to time simultaneously and as often and in such order as may be deemed expedient by the Company. All such powers and remedies shall be cumulative, and the exercise of one shall not be deemed a waiver of the right to exercise any other or others. No delay or omission of the Company in the exercise of any such power or remedy and no renewal or extension of any payments due hereunder shall impair any such power or remedy or shall be construed to be a waiver of any default or an acquiescence therein. Any extension of time for payment hereunder or other indulgence duly granted to the Borrower shall not otherwise alter or affect the Company's rights or the Borrower's Obligations hereunder. The Company's acceptance of any payment after it shall have become due hereunder shall not be deemed to alter or affect the Borrower's Obligations or the Company's rights hereunder with respect to any subsequent payments or default therein.

Section 4.2. Expenses of Collection. The Borrower will pay all reasonable expenses, including attorneys' fees, incurred by the Company in enforcing its remedies under the terms of this Mortgage or preparing to enforce its remedies after a default hereunder. In the event that the Company shall bring any suit to enforce any rights hereunder and shall be entitled to judgment, then in such suit the Company may recover reasonable expenses including reasonable attorneys' fees, and the amount thereof shall be included in such judgment.

Section 4.3. Applicable Laws. Any provision of this Mortgage prohibited by any applicable law or any jurisdiction (which is not overridden by applicable federal law) shall as to such jurisdiction be ineffective, without modifying the

remaining provisions of this Mortgage. Where, however, the conflicting provisions of any such applicable law may be waived, they are hereby waived by the Borrower to the full extent permitted by law, it being the intention of the parties hereto that this Mortgage shall be deemed to be, inter alia, a security agreement and enforced as such.

Section 4.4. Waiver. Except as otherwise provided in this Mortgage, the Borrower, to the full extent permitted by law, hereby waives all statutory or other legal requirements for any notice of any kind, notice of intention to take possession of or to sell or lease the Equipment, or any one or more items of Equipment thereof, and any other requirements as to the time, place and terms of the sale or lease thereof, any other requirements with respect to the enforcement of the Company's rights under this Mortgage and any and all rights of redemption. In consideration of the transactions contemplated herein, the Borrower hereby expressly waives and releases all its rights, benefits and protections given it by Sections 23, 24, 25, 26, 27 and 28 of the Chattel Mortgage Act of British Columbia and Sections 19, 20, 21, 22, 23 and 24 of the Sale of Goods on Condition Act of British Columbia or any amending, successor or similar legislation in the province of British Columbia or elsewhere, where applicable.

Section 4.5. Recording. The Borrower will cause this Mortgage, any assignments hereof and any amendments or supplements hereto or thereto to be filed and recorded in accordance with Section 11303 of the Interstate Commerce Act, and the Borrower will from time to time do and perform any other act and will execute, acknowledge, deliver, file, register deposit and record any and all further instruments required by law for the purpose of proper protection, to the satisfaction of the Company, of its interest in the Equipment and its rights under this Mortgage or for the purpose of carrying out the intention of this Mortgage; and the Borrower will promptly furnish to the Company certificates or other evidence of such filing, registration, depositing and recording.

Section 4.6. Satisfaction of Mortgage and Termination of Mortgage. When all the Obligations of the Borrower hereunder have been fulfilled, the Company shall release the lien of this Mortgage with respect to the Collateral by an appropriate document in recordable form and thereupon this Mortgage shall be satisfied and void.

Section 4.7. Payment of Expenses. The Borrower will pay for all the costs and expenses incident to the enforcement of this Mortgage by the Company and all reasonable costs and expenses in connection with the perfection of the Company's lien upon the Equipment.

Section 4.8. Article Headings, Effect and Modification of Agreement. All article headings are inserted for convenience only and shall not affect any construction or interpretation of this Mortgage.

Section 4.9. Modifications. No variation or modification of this Mortgage and no waiver of any of its provisions of conditions shall be valid unless in writing and signed by duly authorized representatives of the Bank and the Borrower.

Section 4.10. Notices. All notices hereunder to any of the parties designated below shall be deemed to be properly served if delivered or mailed to the respective addresses set forth below:

(a) To the Borrower: North American Car (Canada)
Limited
33 West Monroe Street
Chicago, Illinois 60603
Attention: President

(b) To the Company: North American Car Corporation
33 West Monroe Street
Chicago, Illinois 60603
Attention: Vice President-Finance

Section 4.11. Law Governing. The terms of this Mortgage and all rights and obligations hereunder shall be governed by the laws of Illinois; provided, however, that the Company shall be entitled to all rights conferred by the filing, recording or deposit hereof in the appropriate office(s) pursuant to Section 11303 of the Interstate Commerce Act or in such other offices as may be appropriate in the jurisdiction in which the Equipment is operated.

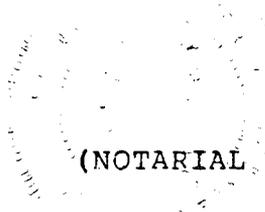
Section 4.12. Counterparts. This Mortgage may be executed in several counterparts, each of which shall be an original and all of which taken together shall constitute one and the same agreement.

Section 4.13. Successors and Assigns. This Mortgage shall be binding upon the Borrower and inure to the benefit of the Company, and its successors and assigns. The Borrower may not assign or transfer its rights hereunder without the prior written consent of the Company. This Mortgage may be assigned by the Company to any Person without the consent of or notice to the Borrower.

STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

On this 25th day of March, 1983, before me personally appeared R.P. Tibbitts, 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 and that said instrument was on March 25, 1983, 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.

Janet E. Bahaluk
Notary Public



(NOTARIAL SEAL)

My Commission Expires Feb. 15, 1987.

ATTACHMENT I

To be attached to and to become a part of that certain Equipment Mortgage and Assignment of Leases dated as of March 25, 1983 (the "Mortgage"), between North American Car (Canada) Limited and North American Car Corporation.

<u>Description of Equipment Subject to the Mortgage</u>	<u>Quantity</u>	<u>Lessee</u>	<u>Serial No.</u>	<u>Date of Lease</u>	<u>Term of Lease</u>
Class LO, 100 ton 4550 Cubic Foot Capacity Hopper Cars	260	*	455829-455900 455902-456089	2/80	5 Years

* Canpotex, Ltd.

PROMISSORY NOTE

U.S. \$10,000,000.00

Chicago, Illinois
March 25, 1983

FOR VALUE RECEIVED the undersigned, NORTH AMERICAN CAR (CANADA) LIMITED, an Ontario corporation (the "Payor"), hereby promises to pay to the order of NORTH AMERICAN CAR CORPORATION, a Delaware corporation (the "Payee"), at the office of Payee at 33 West Monroe Street, Chicago, Illinois 60603 (or at such other office of such other financial institution as the Payee may specify for such purpose by notice to the Payor), referencing the Payee's account, the principal sum of Ten Million United States Dollars (U.S. \$10,000,000.00) or such lesser amount as may be equal to the unpaid principal amount hereof as indicated on the schedule annexed hereto, in lawful money of the United States of America and in immediately available funds, together with interest on the unpaid amount thereof at the rate provided below, in like money and funds, at said office of said account, payable upon demand of the Payee.

The Payor shall pay interest for the actual number of days elapsed computed on the basis of a 360-day year on the unpaid principal amount hereof from time to time outstanding from the date hereof until the date paid at a rate per annum equal to the Lender Interbank Offered Rate ("LIBOR") plus 1/2 of 1%. The Payor shall pay interest on the unpaid principal amount hereof after maturity thereof, whether by acceleration or otherwise, and any unpaid interest accrued thereon, until such amounts are paid in full, at a rate per annum equal to the average daily LIBOR for overnight borrowings plus 1.5% payable on demand.

The Payor hereby expressly waives any presentment, demand, protest or notice in connection with this Note, now or hereafter required by law.

This promissory note shall be governed by, and construed in accordance with, the law of the State of Illinois, United States of America.

The Payor agrees to pay, in lawful money of the United States of America, costs of collection and reasonable attorneys' fees in case default occurs in the payment of this promissory note.

NORTH AMERICAN CAR (CANADA)
LIMITED

By _____
Vice President

PAY TO THE ORDER OF UNION BANK OF SWITZERLAND

NORTH AMERICAN CAR CORPORATION

By _____
Vice President

SCHEDULE

<u>Date of Payment</u> <u>or Repayment</u>	<u>Amount of Payment</u> <u>or Prepayment</u>	<u>Unpaid</u> <u>Principal Amount</u>	<u>Notation</u> <u>Made By</u>
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