



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

December 7, 1981

3/15/82
10.00
CC Washington, D. C.

RECORDATION NO. 11617-C FILED 1428

MAR 15 1982 2 20 PM

INTERSTATE COMMERCE COMMISSION

11617-C

Dear Secretary:

I have enclosed an original and several counterparts 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 December 7, 1981.

The primary document to which this is connected is recorded under Recordation No. 11617.

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

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

Trustee: Continental Illinois National Bank and
Trust Company of Chicago, as Trustee
30 North LaSalle Street
Chicago, Illinois 60693

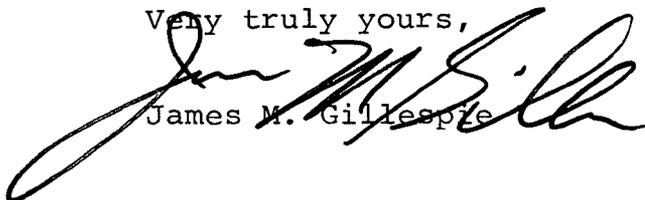
The equipment covered by the document is described therein.

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:

Supplemental Trust Agreement to an Equipment Trust Agreement with Recordation No. 11617, dated as of 12/7/81 covering the equipment described therein.

Very truly yours,


James M. Gillespie

JMG:bmt
Enclosures

11617-C
SUPPLEMENTAL TRUST AGREEMENT

REGISTRATION NO. 11617-C Filed 1425

Dated as of December 7, 1981 MAR 15 1982 12 30 PM

INTERSTATE COMMERCE COMMISSION

THIS SUPPLEMENTAL TRUST AGREEMENT dated as of December 7, 1981, between NORTH AMERICAN CAR CORPORATION (the "Company") and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, 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 January 15, 1980 (the "Trust Agreement"), providing for the issue of its 10½% Equipment Trust Certificates, Second 1980 Series due April 1, 2000 (the "Trust Certificates"), in the aggregate principal amount of \$20,000,000, 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 the 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 provisions of this Supplemental Trust Agreement and all the rights and obligations of the parties hereunder, shall be governed by and construed in accordance with the laws of the State of Illinois. 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 *Paulino Hana*
Vice President

ATTEST:

James M. Kelley
Assistant Secretary

CONTINENTAL ILLINOIS NATIONAL
BANK AND TRUST COMPANY OF CHICAGO,
as Trustee

By *W. K. Kanger*
Its **VICE PRESIDENT**

ATTEST:

George J. Jones
Its **TRUST OFFICER**

STATE OF ILLINOIS)
)
COUNTY OF COOK)

On this 7th day of December, 1981,
before me personally appeared Paul M. O'Hara,
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 instru-
ment was on December 7, 1981, signed and sealed
on behalf of said corporation by authority of its Board of
Directors, and he acknowledged that the execution of the fore-
going instrument was the free act and deed of said corporation.

Lisa Pruitt
Notary Public

My Commission Expires:

March 26, 1983

(S E A L)

STATE OF ILLINOIS)
)
COUNTY OF COOK)

On this 18th day of JANUARY, 1982,
before me personally appeared A. J. Kruger,
to me personally known, who, being by me duly sworn, says
that he is VICE PRESIDENT of CONTINENTAL
ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, that
one of the seals affixed to the foregoing instrument is the
corporate seal of said national banking association and
that said instrument was on JANUARY 18, 1982, signed
and sealed on behalf of said national banking association 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 national banking association.

V. Wasly
Notary Public

My Commission Expires:

My Commission EXPIRES JULY 2, 1984

(S E A L)

NORTH AMERICAN CAR CORPORATION
EQUIPMENT TRUST
SECOND 1980 SERIES

APPENDIX A

QUANT.	SERIAL # FROM TO	CAR INIT	RUNNING # FROM TO	CAR TYPE	MECH AAR DESN CODE	TRUCK CAPACITY	DESCRIPTION
8	059361 059368	NAHX	059361 059368	HOPPER	LO L254	TON	6,000 CUBIC FEET
1	072611	NATX	072611	TANK	TMI T105	TON	21,000 GALLON CAPACITY DOT SPEC. DOT111A100W3
4	072670 072673	NATX	072670 072673	TANK	TMI T105	TON	21,000 GALLON CAPACITY DOT SPEC. DOT111A100W3
5	077206 077210	NATX	077206 077210	TANK	T T106	TON	24,000 GALLON CAPACITY DOT SPEC. DOT111A100W3
30	077221 077250	NATX	077221 077250	TANK	T T106	TON	24,000 GALLON CAPACITY DOT SPEC. DOT111A100W3
10	077261 077270	NATX	077261 077270	TANK	T T106	TON	24,000 GALLON CAPACITY DOT SPEC. DOT111A100W3
5	077297 077301	NATX	077297 077301	TANK	T T106	TON	24,000 GALLON CAPACITY DOT SPEC. DOT111A100W3
2	093971 093972	NAHX	093971 093972	HOPPER	LO L651	TON	3,000 CUBIC FEET
5	094161 094165	NAHX	094161 094165	HOPPER	LO L651	TON	3,000 CUBIC FEET
2	094169 094170	NAHX	094169 094170	HOPPER	LO L651	TON	3,000 CUBIC FEET
1	094183	NAHX	094183	HOPPER	LO L651	TON	3,000 CUBIC FEET
9	094231 094239	NAHX	094231 094239	HOPPER	LO L651	TON	3,000 CUBIC FEET
154	455669 455822	PTEX	455669 455822	HOPPER	LO L153	TON	5,000 CUBIC FEET
44	465256 465299	NAHX	465256 465299	HOPPER	LO L153	TON	5,000 CUBIC FEET
130	465735 465864	CPI	389520 389649	HOPPER	LO L153	TON	5,000 CUBIC FEET
33	465865 465897	NAHX	465865 465897	HOPPER	LO L153	TON	5,000 CUBIC FEET
26	465899 465924	NAHX	465899 465924	HOPPER	LO L153	TON	5,000 CUBIC FEET
69	481981 482049	NAHX	481981 482049	HOPPER	LO L153	TON	5,000 CUBIC FEET
4	485574 485577	NAHX	485574 485577	HOPPER	LO L153	TON	5,000 CUBIC FEET
5	485580 485584	NAHX	485580 485584	HOPPER	LO L153	TON	5,000 CUBIC FEET
1	486444	NAHX	486444	HOPPER	LO L153	TON	5,000 CUBIC FEET
1	486445	RACN	486445	HOPPER	LO L153	TON	5,000 CUBIC FEET
1	486446	NAHX	486446	HOPPER	LO L153	TON	5,000 CUBIC FEET
1	486447	RACN	486447	HOPPER	LO L153	TON	5,000 CUBIC FEET
1	486448	NAHX	486448	HOPPER	LO L153	TON	5,000 CUBIC FEET
6	486449 486454	RACN	486449 486454	HOPPER	LO L153	TON	5,000 CUBIC FEET
4	486456 486459	RACN	486456 486459	HOPPER	LO L153	TON	5,000 CUBIC FEET
1	486460	NAHX	486460	HOPPER	LO L153	TON	5,000 CUBIC FEET
2	486461 486462	RACN	486461 486462	HOPPER	LO L153	TON	5,000 CUBIC FEET
1	486463	NAHX	486463	HOPPER	LO L153	TON	5,000 CUBIC FEET
23	486464 486486	RACN	486464 486486	HOPPER	LO L153	TON	5,000 CUBIC FEET
1	486488	RACN	486488	HOPPER	LO L153	TON	5,000 CUBIC FEET

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