



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

December 23, 1982

RECORDATION NO. 11617-D FILED 1423

JAN 24 1983 - 2 55 PM

INTERSTATE COMMERCE COMMISSION

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 15, 1982.

The primary document to which this document is connected is recorded under recordation no. 11617.

*This one is
11617-D*

The names and addresses of the parties are:

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

Attn: Corporate Trust Department

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. 11617, dated as of November 15, 1982, between North American Car Corporation, and Continental Illinois National Bank and Trust Company of Chicago, as Trustee, as Trustee, restating the equipment covered in said Equipment Trust Agreement.

Very truly yours,

James M. Gillespie

Enclosures

11617-D

11617-D

SUPPLEMENTAL TRUST AGREEMENT

Dated as of November 15, 1982

JAN 24 1983 - 2 55 PM

INTERSTATE COMMERCE COMMISSION

THIS SUPPLEMENTAL TRUST AGREEMENT dated as of November 15, 1982, 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.

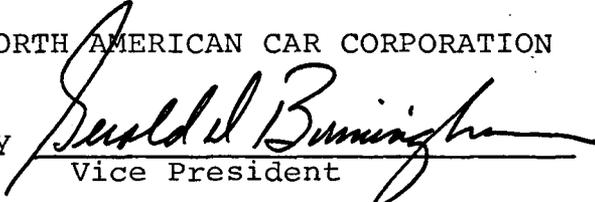
Except for the amendment of Attachment A as provided herein, this Supplemental Trust Agreement shall not supersede, displace or invalidate any prior recordation of the Trust Agreement under the laws of any province of Canada. The Company is hereby appointed the agent of the Trustee for the purpose of 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.

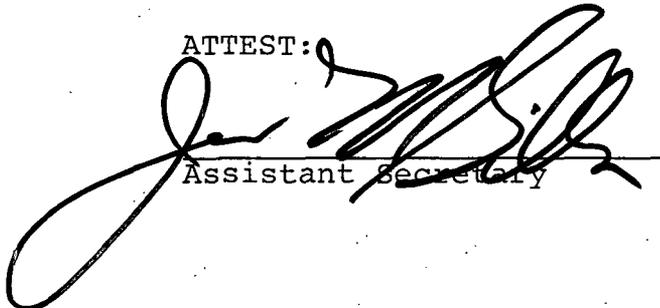
IN WITNESS WHEREOF, the Company and the Trustee have caused this Supplemental Trust Agreement to be executed by their respective officers, duly authorized, and have caused their respective corporate seals, duly attested, to be hereunto affixed, as of the day and year first above written.

NORTH AMERICAN CAR CORPORATION

By

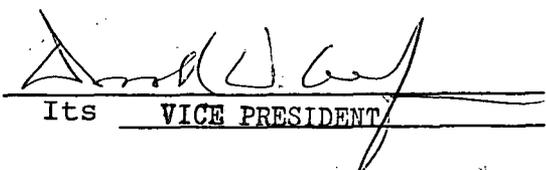

Vice President

ATTEST:

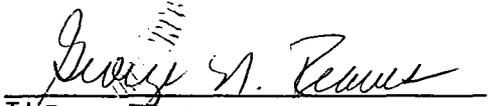

Assistant Secretary

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

By

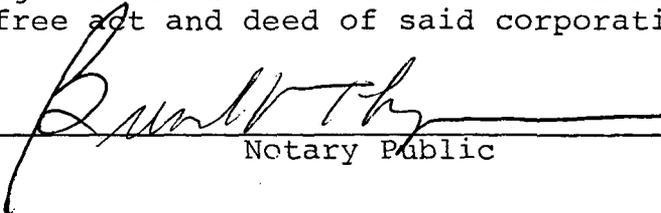

Its VICE PRESIDENT

ATTEST:


Its TRUST OFFICER

STATE OF ILLINOIS)
)
COUNTY OF COOK)

On this 15th day of November, 1982,
before me personally appeared Gerald B. Birmingham,
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 November 15, 1982, 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.



Notary Public

My Commission Expires:

My Commission Expires July 21, 1986

(S E A L)

STATE OF ILLINOIS)
)
COUNTY OF COOK)

On this 14th day of DECEMBER, 1982,
before me personally appeared DONALD W. ALFVIN,
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 DECEMBER 14, 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.



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 DESN	AAR CODE	TRUCK CAPACITY	DESCRIPTION
10	038484 038493	PTEX	038484 038493	HOPPER	LO	L154	TON	
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
28	455669 455696	PTEX	455669 455696	HOPPER	LO	L153	TON	5,000 CUBIC FEET
40	455698 455737	PTEX	455698 455737	HOPPER	LO	L153	TON	5,000 CUBIC FEET
14	455739 455752	PTEX	455739 455752	HOPPER	LO	L153	TON	5,000 CUBIC FEET
8	455754 455761	PTEX	455754 455761	HOPPER	LO	L153	TON	5,000 CUBIC FEET
60	455763 455822	PTEX	455763 455822	HOPPER	LO	L153	TON	5,000 CUBIC FEET
44	465256 465299	NAHX	465256 465299	HOPPER	LO	L153	TON	5,000 CUBIC FEET
67	465735 465801	CPI	389520 389586	HOPPER	LO	L153	TON	5,000 CUBIC FEET
15	465803 465817	CPI	389588 389602	HOPPER	LO	L153	TON	5,000 CUBIC FEET
46	465819 465864	CPI	389604 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
11	486444 486454	NAHX	486444 486454	HOPPER	LO	L153	TON	5,000 CUBIC FEET
31	486456 486486	NAHX	486456 486486	HOPPER	LO	L153	TON	5,000 CUBIC FEET
1	486488	NAHX	486488	HOPPER	LO	L153	TON	5,000 CUBIC FEET

594



NORTH AMERICAN CAR CORPORATION

222 SOUTH RIVERSIDE PLAZA • CHICAGO, ILLINOIS 60606 U.S.A. • (312) 648-4000 • TELEX 255222

*has restated
in RH*

ROGER A. NOBACK
VICE PRESIDENT-LAW

April 27, 1979

RECORDATION NO. 10320 Filed 1425

9-117A020

Secretary
Interstate Commerce Commission
Washington, D. C. 20423

APR 27 1979 -9 50 AM

Date APR 27 1979

INTERSTATE COMMERCE COMMISSION

Fee \$ 50.00

Re: Section 11303(a) Filing: Equipment Trust Agreement dated as of March 1, 1979, by and between North American Car Corporation ("North American") and The Bank of New York, as Trustee ("Trustee").

CC Washington, D.C.

Dear Mr. Secretary:

Enclosed for recording under section 11303(a) of the Interstate Commerce Act are executed counterparts of the Equipment Trust Agreement ("Agreement") dated as of March 1, 1979, by and between North American, 222 South Riverside Plaza, Chicago, Illinois 60606, and the Trustee, 190 Washington Street, New York, New York 10015.

Under the Agreement, North American leases the equipment described therein from the Trustee in accordance therewith and assigns to the Trustee as security for North American's obligation under the Agreement all amounts due and payable under any sublease of the Equipment or any guaranty thereof in accordance with the terms thereof.

Also enclosed is a check, payable to the Interstate Commerce Commission in the amount of \$50 as the recording fee for the Agreement.

Pursuant to the Commission's rules and regulations for the recording of certain documents under Section 11303(a) of the Interstate Commerce Act, you are hereby requested to duly file two of each of the enclosed counterparts for record in your office and to return the remaining counterparts, 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,

FEE OPERATION BR.
I.C.C.

APR 27 9 43 AM '79

RECEIVED

ARTICLE VIII.

EVIDENCE OF RIGHT OF HOLDERS OF TRUST CERTIFICATES

SECTION 8.01. Any demand, request, consent or other instrument, which this Trust Agreement may require or permit to be signed and executed by the holders of the Trust Certificates may be in any number of concurrent instruments of similar tenor and may be signed or executed by such holders of the Trust Certificates in person or by attorney appointed in writing. Proof of the execution of any such demand, request, consent or other instrument, or of a writing appointing any such attorney, and of the holding by any person of the Trust Certificates shall be sufficient for any purpose of this Trust Agreement if made in the following manner:

(a) The fact and date of the execution by any person of such demand, request, consent or other instrument or writing may be proved by the certificate of any notary public, or other officer authorized to take acknowledgments of deeds to be recorded in the jurisdiction in which he acts, that the person signing the same acknowledged to him the execution thereof, or by an affidavit of a witness of such execution. The Trustee may nevertheless in its discretion require further proof in cases where it deems further proof desirable.

(b) The ownership of Trust Certificates shall be proved by the registry books.

The Trustee shall not be bound to recognize any person as a holder of a Trust Certificate unless and until his title to the Trust Certificates held by him is proved in the manner in this Article VIII provided.

Any demand, request or consent of the holder of any Trust Certificate shall bind all future holders of the same Trust Certificate, or any Trust Certificate or Trust Certificates issued in exchange therefor, in respect of anything done or suffered by the Company or the Trustee in pursuance thereof.

In determining whether the holders of the requisite aggregate principal amount of Trust Certificates have concurred in any direction, waiver or consent in this Trust Agreement, Trust Certificates which are owned by the Company, any other obligor upon the Trust Certificates (whether or not theretofore issued) or any Affiliate of the Company shall be disregarded and deemed not to be outstanding for the purpose of any such determination, except that for the purpose of determining whether the Trustee shall be protected in relying on any such direction, waiver or consent, only Trust Certificates which the Trustee knows are so owned shall be disregarded.

ARTICLE IX.

IMMUNITY OF INCORPORATORS, STOCKHOLDERS, OFFICERS AND DIRECTORS

SECTION 9.01. No recourse shall be had for the payment of the principal of, or dividends or interest on, any Trust Certificate, or for any claim based thereon or on this Trust Agreement or any trust agreement supplemental hereto, against any incorporator or against any stockholder, director or officer, past, present or future, of the Company, or of any predecessor or successor corporation, as such, either directly or through the Company or any such predecessor or successor corporation, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, all such liability, whether at common law, in equity, by any constitution, statute or otherwise, of incorporators, stockholders, directors or officers, as such, being released as a condition of and consideration for the execution of this Trust Agreement and of the issue of the Trust Certificates.

CERTIFICATE

The undersigned, being duly appointed officers of General Electric Credit Corporation, a ^{NEW YORK} ~~Delaware~~ corporation ("GECC"), and North American Car Corporation, a Delaware corporation ("NACC"), do hereby certify that the transactions contemplated by the Asset Purchase Agreement, dated the 14th day of February, 1986, as amended, entered into by and among GECC and NACC and certain of its subsidiaries and approved pursuant to orders of the United States Bankruptcy Court for the Central District of California in Case No. LA 84-23401-BR through LA 84-23417-BR authorizing such sale were consummated on July 3, 1986. Pursuant to the orders of the Bankruptcy Court, NACC and its subsidiaries sold each and every railcar owned by them to GECC free and clear of any and all claims, encumbrances, rights and security interests, including the security interests filed with the Interstate Commerce Commission under the recordation numbers listed on Exhibit A attached hereto.

IN WITNESS WHEREOF, the undersigned have caused this Certificate to be executed as of this 3rd day of July, 1986.

ATTEST:

By *[Signature]*
ITS ASSISTANT SECRETARY

GENERAL ELECTRIC CREDIT CORPORATION,
a ~~Delaware~~ Corporation
^{NEW YORK}

By *[Signature]*
Its DESIGNATED REPRESENTATIVE

NORTH AMERICAN CAR CORPORATION, a Delaware Corporation

ATTEST:

By *[Signature]*

By *[Signature]*
Its PRESIDENT